

367/13972

पावती

Original/Duplicate

Thursday, August 08, 2024

नोंदणी क्र. :39म

11:59 AM

Regn.:39M

पावती क्र.: 14974

दिनांक: 08/08/2024

गावाचे नाव: बोरीवली

दस्तऐवजाचा अनुक्रमांक: बरल-2-13972-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: तुषार कांतीलाल सागर तर्फे मुखत्यार वर्षा कांतीलाल सागर --

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2480.00

पृष्ठांची संख्या: 124

एकूण:

रु. 32480.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

12:19 PM ह्या वेळेस मिळेल.

सह दु.नि.का-बोरीवली2

बाजार मूल्य: रु.4844719.1 /-

मोबदला रु.7000000/-

भरलेले मुद्रांक शुल्क : रु. 420000/-

सह. दुय्यम निबंधक बोरीवली-२,
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रक्कम: रु.480/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0824076118372 दिनांक: 08/08/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0824072118350 दिनांक: 08/08/2024

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006455683202425E दिनांक: 08/08/2024

बँकेचे नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT
RELEVERIED ON...

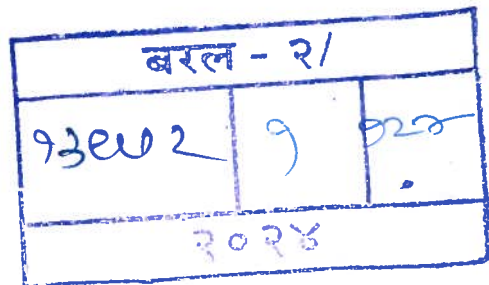
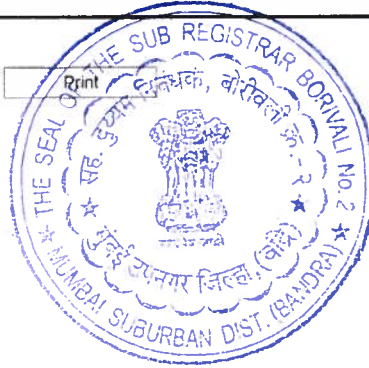
Sagar M.

REGISTERED ORIGINAL DOCUMENT
RELEVERIED ON 8/08/24

8/8/2024

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	20240808986			08 August 2024, 11:02:44 AM बरल-2	
मूल्यांकनाचे वर्ष	2024				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	83-बोरीवली (बोरीवली)				
उप मूल्य विभाग	पुभाग: उत्तरेस गोरई रोड, पुर्वेस लिंक रोड, दक्षिणेस गावाची सीमा व पश्चिमेस खाडी.				
सर्व्हे नंबर /न. भू क्रमांक :	सि.टी.एस. नंबर#46				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
44890	98330	113080	124400	98330	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	49.27चौरस मीटर	मिळकतीचा वापर-	निवार्मा मदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs 30250/-
उद्दवाहन सुविधा-	आहे	मजला -	1st floor To 4th floor		
गस्ता सन्मुख - Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt 02/01/2018					
मजला निहाय घट/वाढ = 100% apply to rate= Rs 98330/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) = (((98330-44890) * (100 / 100))+44890) = Rs 98330/-					
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 98330 * 49.27 = Rs 4844719.1/-					
Applicable Rules = ,10,4					
एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य +सहकाराचे मूल्य + मेझनार्ईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मेकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 4844719.1 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 =Rs 4844719.1/-					

Home





CHALLAN
MTR Form Number-6



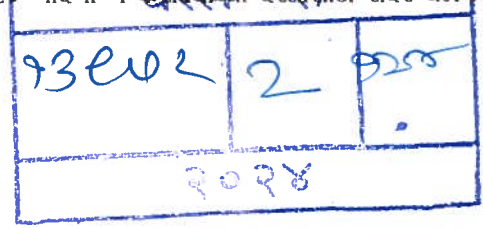
GRN	MH006455683202425E	BARCODE	[Barcode]		Date	07/08/2024-18:15:30		Form ID	25.2		
Department					Inspector General Of Registration						
Type of Payment					Stamp Duty Registration Fee						
Office Name					BRL2_JT SUB REGISTRAR BORIVALI 2		Full Name		MESSRS SHRISAI AKAR CIVILINFRA INDIA PVT. LTD.		
Location					MUMBAI		Flat/Block No.		Flat No 404 on 4th Floor OM SAI SADAN		
Year					2024-2025 One Time		Premises/Building		Plot No 117, RSC 37, Gorai 2		
Account Head Details					Amount In Rs.		Road/Street		Plot No 117, RSC 37, Gorai 2		
0030045501 Stamp Duty					420000.00		Area/Locality		Borivali (West) Mumbai		
0030063301 Registration Fee					30000.00		Town/City/District		Borivali (West) Mumbai		
							PIN		4 0 0 0 9 2		
							Remarks (If Any)				
							PAN2=BJJPS8520E~SecondPartyName=MR. TUSHAR KANTILAL SAGAR~				
							Amount In		Four Lakh Fifty Thousand Rupees Only		
Total					4,50,000.00		Words				
Payment Details					IDBI BANK		FOR USE IN RECEIVING BANK				
Cheque-DD Details					Bank CIN		Ref. No.		69103332024080719586		2883031370
Cheque/DD No.					Bank Date		RBI Date		07/08/2024-18:16:50		Not Verified with RBI
Name of Bank					Bank-Branch		IDBI BANK				
Name of Branch					Scroll No. , Date		Not Verified with Scroll				

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलान केवल दुय्यम निबंधक कार्यालयात नोंदणी करायच्या दस्त्यासाठी लागू आहे. नोंदणी न करतावया दस्त्यासाठी सदर चलान लागू नाही.

Mobile No. : 0000000000





CHALLAN
MTR Form Number-6

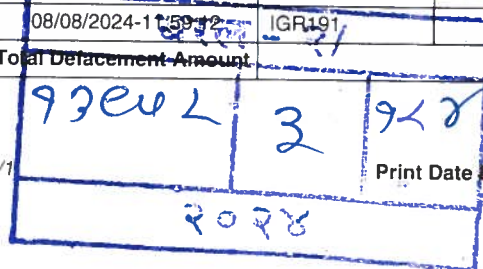


GRN	MH006455683202425E	BARCODE			Date	07/08/2024-18:15:30	Form ID	25.2			
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)							
				PAN No.(If Applicable)	ABACS8721L						
Office Name	BRL2_JT SUB REGISTRAR BORIVALI 2			Full Name	MESSRS SHRISAI AKAR CIVILINFRA INDIA						
Location	MUMBAI				PVT. LTD.						
Year	2024-2025 One Time			Flat/Block No.	Flat No 404 on 4th Floor OM SAI SADAN						
Account Head Details		Amount In Rs.		Premises/Building							
0030045501	Stamp Duty	420000.00		Road/Street	Plot No 117, RSC 37, Gorai 2						
0030063301	Registration Fee	30000.00		Area/Locality	Borivali (West) Mumbai						
				Town/City/District							
				PIN		4	0	0	0	9	2
				Remarks (If Any)	PAN2=BJJPS8520E--SecondPartyName=MR. TUSHAR KANTILAL SAGAR-						
				Amount In	Four Lakh Fifty Thousand Rupees Only						
Total				4,50,000.00	Words						
Payment Details				IDBI BANK	FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	Ref. No.	69103332024080719586	2883031370				
Cheque/DD No.				Bank Date	RBI Date	07/08/2024-18:16:50	Not Verified with RBI				
Name of Bank				Bank-Branch		IDBI BANK					
Name of Branch				Scroll No. , Date		Not Verified with Scroll					

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 0000000000
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-367-13972	000355754202425	08/08/2024-11:59:12	IGR191	30000.00
2	(IS)-367-13972	000355754202425	08/08/2024-11:59:12	IGR191	420000.00
Total Defacement Amount					4,50,000.00





बरल - २/		
१३००२	५	१२४
२०२४		

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at MUMBAI on this 8th day of August, Two Thousand and

Twenty four (2024)

Between

SHRISAI AKAR CIVILINFRA INDIA PRIVATE LIMITED, a company registered and incorporated under the provisions of Companies Act, 1956 under CIN: U45202MH2018PTC814838 and having its office at B-101, Prathana Apartment, Plot No.15, Jawahar Nagar, Goregaon (West), Mumbai- 400104 and also having address at 001, A-1, Prabhakar Shanti Nagar Chs Ltd., Sector-4, Shanti Nagar, Mira Road East, Thane - 401107, (hereinafter referred to as "**PROMOTERS**") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

of the **ONE PART**;

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AND

MR. TUSHAR KANTILAL SAGAR (THROUGH POA VARSHA KANTILAL SAGAR) & MRS. SMITA AJAY SOMI (THROUGH POA VARSHA KANTILAL SAGAR)
Mumbai, Indian inhabitant, residing at 3 BABA RAMDAS,
IRANI WADI ROAD No. 2, MR. DHANAMAL HIGH SCHOOL, KANDIVALI (W)

hereinafter referred to as "**THE ALLOTEE(S)/ PURCHASER(S)**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the **OTHER PART**;

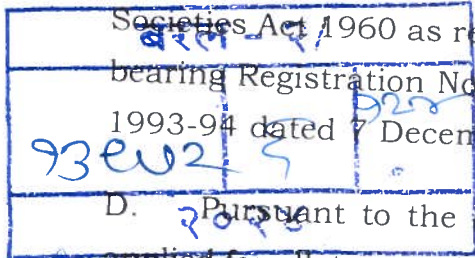
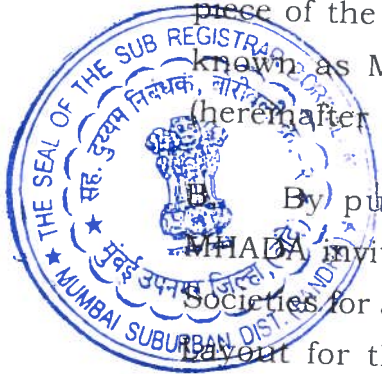
WHEREAS:

A. Maharashtra Housing and Area Development Authority (MHADA) is a statutory housing authority which was constituted under the Maharashtra Housing and Area Development Authority Act, 1976 and owns several parcels of land across Mumbai. MHADA is the owner of one such large piece of the land situated at Gorai Part - II, Borivali (West), known as MHADA Layout under the World Bank Project (hereinafter referred to as "**MHADA Layout**").

B. By publishing advertisement in the newspapers, MHADA invited applications from the Co-operative Housing Societies for allotment of open developed plots in the MHADA Layout for the purpose of constructing, maintaining and locating a building for bona fide residential use and occupation of the members of the respective society.

C. Om SaiSadan Co-operative Housing Society limited (hereinafter referred to as "**the Society**") was a society incorporated under the provisions of Maharashtra Co-operative Societies Act 1960 as reflected on the Registration Certificate bearing Registration No. BOM (MHADA) / HSG (TC) / 7736 / 1993-94 dated 7 December 1993.

D. Pursuant to the aforesaid advertisement, the Society applied for allotment of an open developed plot in the MHADA Layout for the purpose of constructing, maintaining and



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locating a building for the bona fide residential use and occupation of its members.

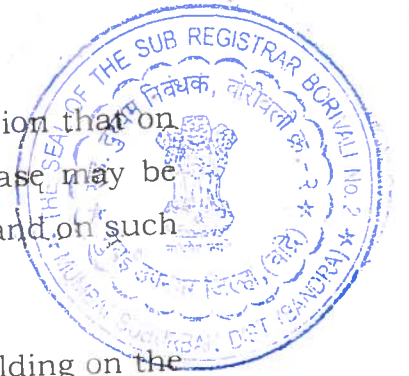
E. The Society became one of the successful drawees in the draw of lots from among the societies that applied for allotment of the open developed plots in the MHADA Layout.

F. Pursuant to the acceptance of the said Application, by an Indenture of Lease dated 18 April 1994 executed between MHADA of the One Part and the Society of the Other Part, MHADA granted to the Society, lease of a plot of land admeasuring 625 sq. metre bearing Plot No.117, R.S.C.-37, Gorai-II and forming part of C.T.S. No.19/377 [now correct CTS No. 46 (Part)] of Borivali Village, Taluka Borivali (hereinafter referred to as "**the said Land**") on payment of premium of Rs.9,75,000/- and lease rent of Rs.9750/- per annum for a term of 90 (ninety) years with effect from 18 April 1994 and subject to the covenants, terms and conditions more particularly setout therein.

G. The aforesaid lease also contained a provision that on expiry of the lease period stated therein, the lease may be renewed at the option of MHADA for such period and on such terms and conditions as MHADA may deem fit.

H. Thereafter, the Society constructed the building on the said Property consisting of ground plus three upper floors, and are consisting of 16 flats (hereinafter referred to as "**the said Flats**") and the building therein shall hereinafter be referred to as "**the said Building**") and on completion of the said Building in or abut the year 1999, the said Flats therein came to be occupied by its 16 members.

I. The Society is thus absolutely seized and possessed of and is otherwise well and sufficiently entitled to the said Land together with the building standing thereon and same shall hereinafter collectively be referred as the "**said Property**".



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(Handwritten signature)

Sagar MK

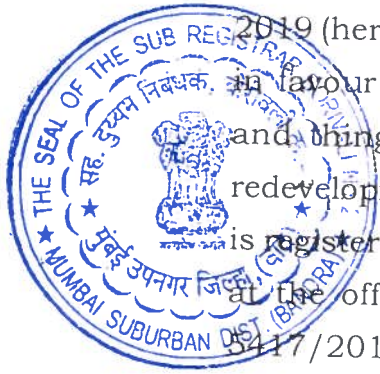
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J. By and under a Development Agreement dated 9 May 2019 (hereinafter referred to as "**the said Development Agreement**") executed between the Society therein referred to as the Society of the First Part and the Promoter herein therein referred to as the Developer of the Second Part and registered with the office of the Sub-Registrar of Assurances at the office of the Sub-Registrar under Serial No.BRL-6/5413/2019, the Society granted in favour of the Promoter herein the development rights in respect of the said Property, at or for the consideration and on the terms and conditions and in the manner therein contained.

K. Pursuant to the said Development Agreement, the said Society has also executed a Power of Attorney dated 9 May 2019 (hereinafter referred to as "**the said Power of Attorney**") in favour of the Promoters herein to do various acts, deeds and things on behalf of the Society in furtherance of the redevelopment of the said Society. The said Power of Attorney is registered with the office of the Sub-Registrar of Assurances at the office of the Sub-Registrar under Serial No.BRL-6/5417/2019.



L. By and under a Supplementary Development Agreement dated 18th March 2021 (hereinafter referred to as "**the Supplementary D.A.**") made between the Society therein referred to as the Society of the One Part, the Promoters herein therein referred to as the Developers of the Other Part, and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-9/3941 of 2021, the parties thereto modified the clause with regards to the Bank Guarantee, in the manner therein contained.

M. After the execution of the aforesaid Agreements (i.e. The said Development Agreement, the said Power of Attorney and the said Supplementary D.A.), the parties thereto noticed an error and mistake in the CTS Number of the said Property. The said Error has been recorded and continued in the records of the Society and MHADA and has now come to light only

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upon superimposing the Layout plan of the Village Borivali. In order to correct the above error to the correct CTS Number of the said Property i.e. "CTS No. 46 (Part)" instead and in place of CTS No.19/377, the Society and the Promoters executed a Deed of Rectification of the Development Agreement dated 08.11.2021 ("**the said Deed of Rectification**"), made between the Society therein referred to as the Society of the One Part, the Promoters herein therein referred to as the Developers of the Other Part, and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-6/16882 of 2021, thereby correcting the CTS Number of the said Property to be corrected and read as "CTS No. 46 (Part)" instead and in place of CTS No.19/377, in the manner therein contained. The said Property shall deem and mean and include the new CTS number 46 (part).

N. Pursuant to the Deed of Rectification of the Development Agreement dated 08.11.2021, the said Society has also executed another Power of Attorney dated 20.12.2021 (hereinafter referred to as "**the said New POA**") in favour of the Promoters herein to do various acts, deeds and things on behalf of the Society in furtherance of the redevelopment of the said Society in respect of the said Property. The said New POA is registered with the office of the Sub-Registrar of Assurances at the office of the Sub-Registrar under Serial No. BRL-6/19728 of 2021.

O. The said Development Agreement, the said Power of Attorney, the said Supplementary D.A., the said Deed of Rectification, and the New POA are hereinafter collectively referred to as "**the said Agreements**", unless otherwise specified.

P. Pursuant to the said Development Agreement and the Supplementary Development Agreement, the Promoters herein are entitled to Free Sale Flats (after providing area to the Society Members) in constructed area of the proposed new Building to be constructed on the said Property and are


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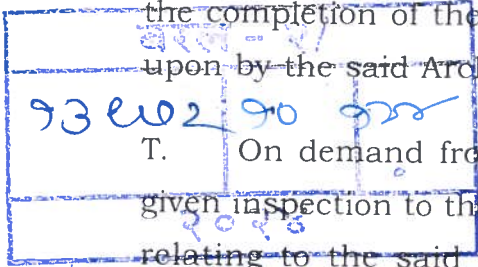
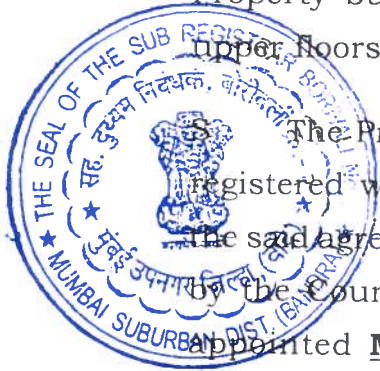
entitled to deal with and dispose of the same and enter into the Agreement for Sale with the prospective purchasers for sale of the aforesaid constructed area and to receive the consideration their names.

Q. The MCGM has granted an Intimation of Disapproval (“IOD”) bearing reference No. **MH/EE/(B.P.)/GM/MHADA - 71/602/2022** dated **04/03/2022** in respect of said Property. The MCGM has issued a Commencement Certificate (“CC”) dated **22/06/2021** bearing Ref. No. **MH/EE/(B.P.)/GM/MHADA - 71/602/2021** for construction of the proposed redevelopment building consisting of one Wing of the proposed building to be constructed on the said Property. Annexed hereto as Annexure “C” and “D” are copies of the IOD and CC.

R. The Promoter has proposed to construct on the said Property building consisting of Basement plus Twenty Two upper floors.

The Promoters have appointed **M/s. Shilp Associates** registered with the Counsel of Architects as Architect and the said agreement/writing is as per the Agreement prescribed by the Counsel of Architects. The Promoters have also appointed **M/s. Patel Kulkarni Consultants** as R.C.C. Consultant for the preparation of structural designs and drawings and the Promoters have accepted and approved the supervision of the said Architect and Structural Engineer till the completion of the said building unless otherwise agreed upon by the said Architect and/or the Structural Engineer.

T. On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoter’s Architects **M/s. MAPS - Rajesh Katelia**, and of such other documents as are specified under the Real Estate (Regulation and Development)



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Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

U. M/s. ASD Associates, Advocates & Solicitors have issued Title Report dated **29th February, 2020**, Supplementary Title Report dated **3rd May, 2021**, Second Supplementary Title Report dated **15th January, 2022** in respect of the said Property. The copy of the said Title Report, Supplementary Title Report, and Second Supplementary Title Report, and the copies of the plans, specifications, Property Records and other documents showing the nature of the title of the said property are hereto annexed hereto and marked as **Annexures "B & C"** respectively.

V. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure "C"**. The authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure "G"**. The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.

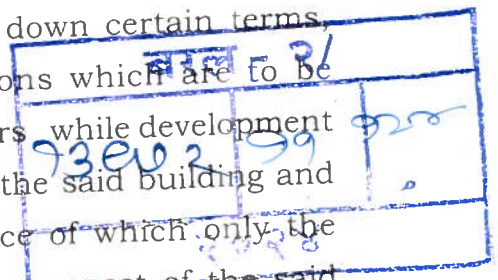
W. The concerned local authority and/or Government has while sanctioning the said plans laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while development the said Property i.e. project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

X. The Allottee has applied to the Promoters for allotment to them Flat No.: 404 on 4th floor, admeasuring 482 Sq. ft. (hereinafter referred to as "the said Flat") Carpet Area


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of the proposed building known as "**OM SAI SADAN**" (hereinafter referred to as "**the said Building**"), including _____ Car Parking space in "**Puzzle Parking**" (hereinafter referred to as "**the said Car Parking Space**") of the said building constructed on the said Property. The said Flat and the said Car Parking Space are collectively referred to as "**the said Premises**", more particularly described in the **Second Schedule** hereunder written and shown in **RED** colour hatched lines on the plan annexed hereto.

Y. The term "RERA Carpet Area" as defined under the said Act shall mean the net usable floor area of an Apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony or veranda area and exclusive open Terrace area, but includes the area covered by the internal partition walls of the apartment.

Z. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AA. The Promoters have registered the Project under the provisions of the said Act i.e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at **MAHARASHTRA** Registration no. PS18 000 2988). Section 13 of the said Act requires the Promoters to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

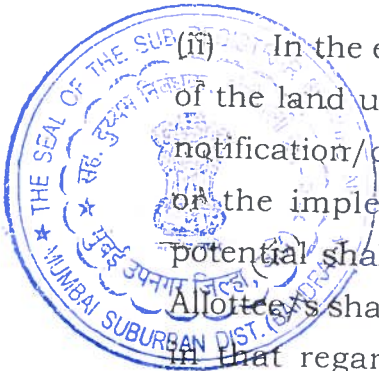
BB. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s hereby agrees to purchase the said Premises at or

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Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation, 1991 or Development Control (Promotion & Regulation), 2034 ("DCPR") or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters has disclosed the estimated Floor Space Index of _____ as proposed to be utilized by him on the Project Land in the said Project and Allottee/s have agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.



(ii) In the event of there being any increase in the potential of the land under construction by the Promoters due to any notification/circular or the MCGM/concerned authority and/or the implementation of the DCPR, the increase in the potential shall solely belong to the Promoters alone and the Allottee/s shall in no event claim any right thereon or objection in that regard, as far as the Promoters comply with the provisions of the Act and take the consent of the Allottee/s in the Project. The Allottee/s undertakes and assures to give such declaration/consent/no-objection/ or any writing, as may be required, in favour of the Promoters for the aforementioned purpose.

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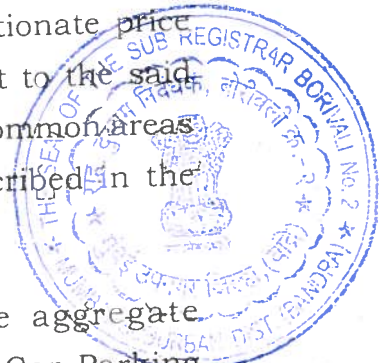
4. THE PREMISES:

a. The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell and allot to the Allottee, Flat No.: 404 of "**OM SAI SADAN**" on 4th floor, admeasuring 482 Sq. ft. RERA Carpet Area, as shown in the floor plan thereof hereto annexed and marked **Annexure "J"** (hereinafter referred to as "**the said Flat**") of the proposed building known as "**OM SAI SADAN**" (hereinafter referred to as "**the said Building**"), including

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_____ Car Parking space in "**Puzzle Parking**" (hereinafter referred to as "**the said Car Parking Space**") of the said building constructed on the said Property. The said Flat and the said Car Parking Space are collectively referred to as "**the said Premises**", more particularly described in the **Second Schedule** hereunder written and shown in **RED** colour hatched lines on the plan annexed hereto (hereinafter referred to as "**the Premises**") for the lumpsum consideration of Rs. 70,00,000/- (Rupees SEVENTY LAKH _____ only) (hereinafter referred to as "**the Total Sale Consideration**") (subject to tax deducted at source) which includes the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of common areas and facilities which are more particularly described in the Schedule hereunder written.



b. The Total Sale Consideration is the aggregate consideration for the said Flat and the said Car Parking Spaces, which is individually bifurcated as under:-

4.b.1 Rs. 70,00,000/- for and towards the said Flat, and

4.b.2 Rs. _____ /- for and towards the said Car Parking Space.

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5. PAYMENT SCHEDULE:

a. The Allottee has paid to the Promoters the sum of Rs. 11,51,001/- (Rupees ELEVEN LAKH FIFTY ONE THOUSAND ONE _____ Only)

being the earnest money on or before the execution of this Agreement (the payment and the receipt whereof the Promoters doth hereby admit and acknowledge and acquits, releases and discharges the Allottee from the payment and receipt thereof and every part thereof) and agrees to pay the balance sum of Rs. 58,48,999/- (Rupees FIFTY EIGHT LAKH FORTY EIGHT THOUSAND NINE HUNDRED NINETY NINE _____ Only) along with the applicable

GST and levies in the following manner:-

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(i) Rs. _____/- (Rupees _____ only) on or before execution of this Agreement. (payment and receipt thereof the Developers hereby admit and acknowledge.

(ii) Rs. _____/- (Rupees _____ only) on Completion of the Plinth.

(iii) Rs. _____/- (Rupees _____ only) on casting of the 1st slab of the building.

(iv) Rs. _____/- (Rupees _____ only) on casting of the 2nd slab of the building.

(v) Rs. _____/- (Rupees _____ only) on casting of the 3rd slab of the building.

(vi) Rs. _____/- (Rupees _____ only) on casting of the 4th slab of the building.

(vii) Rs. _____/- (Rupees _____ only) on completion of brick work.

(viii) Rs. _____/- (Rupees _____ only) on completion of Internal and External Plasters.

(ix) Rs. _____/- (Rupees _____ only) on completion of the work of plumbing and electrical.

(x) Rs. _____/- (Rupees _____ only) at the time of possession of the said flat.

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Rs. _____/- 100% Total Sale Consideration

The aforesaid payments shall be made by the Allottee within 15 (fifteen) days of Notice in writing by the Promoters to be given as herein mentioned. Time for the payment is the essence of this Agreement.

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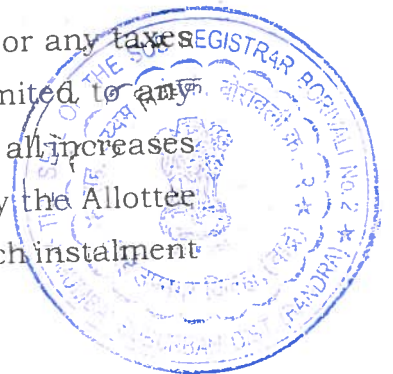
c. The Amount payable as per the terms of this Agreement for the items, such as plinth, casting of slabs, construction of brick walls, etc. already completed prior to the date of execution of this Agreement, shall be deemed to be due from the Allottee/s on the date of this Agreement in addition to the earnest money.

6. The Installments of the balance Sale Consideration payable by the Allottee to the Promoters as stated above shall be paid in the manner as may be required and necessary under RERA or rules/regulations framed by state of Maharashtra in that regard. Accordingly, the Promoters shall withdraw amounts from such Account(s) in accordance with the provision of Applicable Laws.

7. In addition to the Sale Consideration, and all amounts payable under this Agreement, the Allottee shall bear and pay GST as applicable and any other new taxes or any taxes under any nomenclature including but not limited to any such interest, penalty, levies and cesses and also all increases therein from time to time which shall be paid by the Allottee to the Promoters along with and in addition to each instalment or as may be demanded by the Promoters.

8. The Allottee/s agree to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Allottee/s agree and undertake to furnish to the Promoters a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Allottee fails to deduct TDS or deposit the same in the requisite Government Income Tax account, the Allottee shall be solely liable and responsible in respect thereof, with no liability to the Promoters.

9. It is further agreed and understood that the Total Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges



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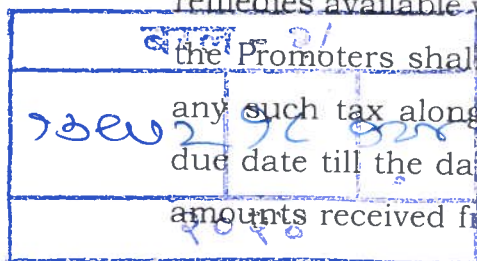
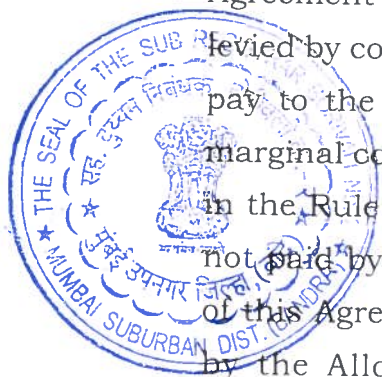
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payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose such notification/order/rule/regulation published/issued in that behalf to that effect along-with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

10. Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Allottee(s) on committing default in payment on due date of any amount due and/or payable by the Allottee(s) to the Promoter under this Agreement (including his /her proportionate share of taxes levied by concerned local Authority and other outgoings) shall pay to the Promoters interest, interest at the SBI highest marginal cost of lending rate plus 2% per annum as specified in the Rule on amounts which are due and/or payable and not paid by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters until the date such outstanding amount is received by the Promoters.

11. The Allottee(s) agrees and confirms that in the event of delay/default in making payment of the GST or any such tax demanded, then without prejudice to any other rights or remedies available with the Promoters under this Agreement, the Promoters shall be entitled to adjust the unpaid GST or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Allottee.

12. The Allottee(s) authorizes the Promoters to adjust / appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee(s)



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undertakes not to object / demand / direct the Promoter to adjust this payment in any manner.

13. The Sale Price is only in respect of the Said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any). The Promoters has neither charged nor recovered any price, fee, compensation and / or consideration for the said car parking space(s).

14. The Allottee(s) undertakes and agrees to pay a penalty of Rs.2000/- per cheque/- for and towards the administrative and hardship charges on any of his/her/its cheque getting dishonoured.

15. The possession of the Premises shall be delivered to the Allottee/s after the Premises is ready for use and occupation provided all the amounts due and payable by the Allottee/s under this Agreement and the stamp duty and registration charges and GST in respect of the Premises are duly paid by the Allottee/s. The Promoters expect to give possession of the Premises to the Allottee/s on or about _____ (excluding a grace period of 6 months), subject to Force Majeure events and other events as specified hereunder. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of Building is delayed on account of:-

(a) Event(s) of Force Majeure, Pandemic, Epidemic, Lockdown (partial or complete), War and/or civil commotion, act(s) of terrorism;

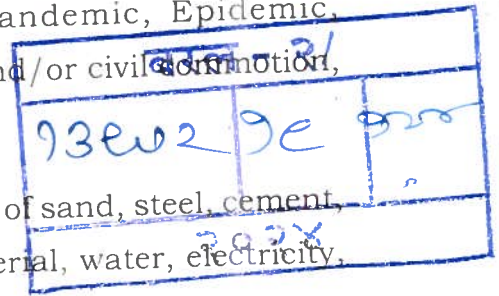
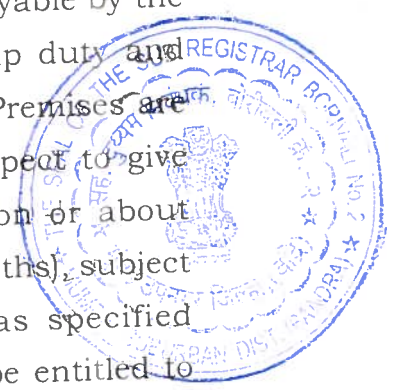
(b) non-availability and/or shortage of sand, steel, cement, other building equipment and/or material, water, electricity, utilities and/or labour;

(c) non-availability or delay in receiving any statutory or regulatory approvals and/or permissions from the concerned authority or authorities;


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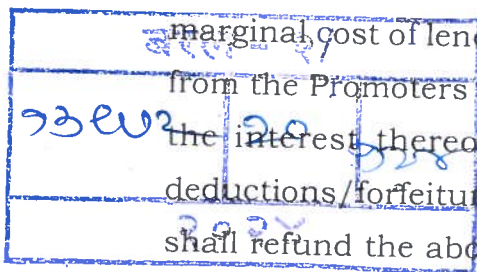
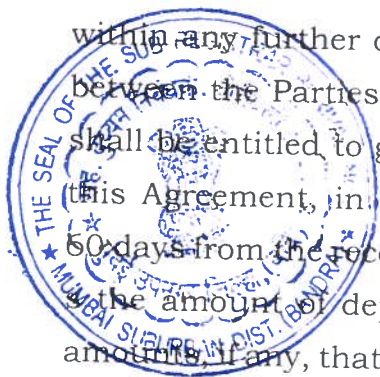
(d) any notice, order, rule, notification of the government, public or other competent authority (including any court of law or tribunal) affecting the development of the Plot;

(e) any restraint and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority and/or any statutory authority affecting the development of the Plot;

(f) any act, omission and/or delay on the part of or attributable to any party hereto other than the Promoter; and/or

(g) any other reason beyond the control of the Promoter, which is not attributable to any act of the Promoters or which is not attributable to any negligence on the part of Promoter.

16. If the Promoters fails or neglects to offer possession of the Premises to the Allottee/s on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Allottee/s shall be entitled to give notice to the Promoters terminating this Agreement, in which event the Promoters shall within 60 days from the receipt of such notice, refund to the Allottee/ the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Promoters from the Allottee/s as installments in part payment in respect of the Premises along with such interest at of SBI's highest marginal cost of lending rate plus 2% as specified in the Rule, from the Promoters for the amounts received till the date and the interest thereon is repaid, excluding taxes and after deductions/forfeiture as per these presents. The Promoters shall refund the above mentioned amount in respect of such termination and neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoters shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Promoters may



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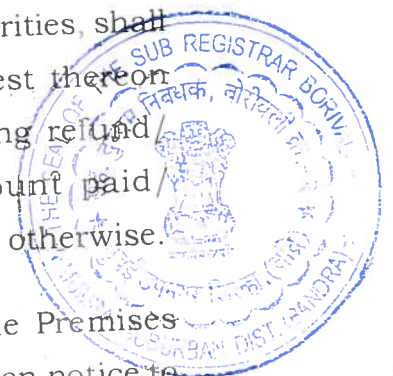
deem fit. The Allottee/s shall, if so required by the Promoters, simultaneously on receipt of the refund of the amounts execute a Deed of Cancellation (in format required by the Promoters) and register the same in the office of the concerned Registrar/sub-Registrar of Assurances.

17. The Allottee/s agrees that the return of the payment mentioned in Clause above constitutes the Allottee/s sole remedy in such circumstances and the Allottee/s foregoes any and all his/her/their rights to claim against the Promoters for the said Premises for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in Clause above, the amounts paid by the Allottee/s towards his GST liability until the date of termination/ cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoters receiving corresponding refund/ getting credit of the corresponding GST amount paid/ deposited, from the statutory authorities and not otherwise.

18. The Allottee/s shall take possession of the Premises within 7 (seven) days of the Promoters giving written notice to Allottee intimating that the Premises is ready for use and occupation. The Allottee shall use the said Flat/Premises or any part thereof or permit the same to be used only for purpose of residence only. He shall use the garage or parking space only for purpose of keeping or parking motor vehicle(s).

19. **TERMINATION & ITS CONSEQUENCES:**

a. On the Allottee/s committing default in payment of the Sale Consideration or any installment thereunder on due date (time being the essence of contract) of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including the Allottee/s proportionate share of taxes levied by the MCGM and other outgoings) and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled



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at its sole option to terminate this Agreement. Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within 15 (fifteen) days after giving of such notice.

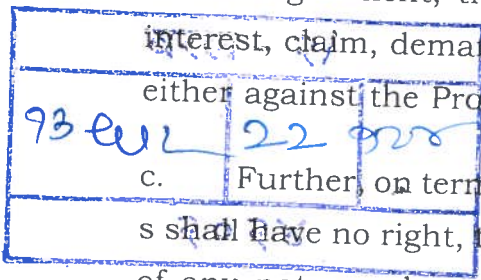
b. Provided further that upon termination of this Agreement as aforesaid, 10% of the amount paid till then by the Allottee/s will stand ipso facto forfeited without any reference or recourse to the Allottee/s and the Promoters shall refund to the Allottee/s the remaining amount of Sale Consideration of the Premises which may till then have been paid by the Allottee/s to the Promoters but the Promoters shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Promoters, (whether acceptable and realized by the Allottee/s or not) the Promoters shall be at liberty to dispose of and sell the Premises to such person and at such price as the Promoters may in their absolute discretion think fit and proper. On termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said Premises.

c. Further, on termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said Premises or under this Agreement and for that the Promoters is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoter), without the Allottee/s being a signatory thereto

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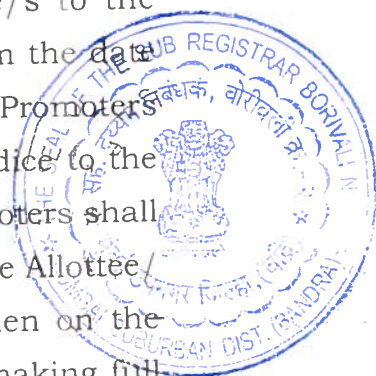


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and the Allottee/s will not raise any objection or dispute in that regard. Further, upon termination the Promoter shall be entitled to deal with, resale or dispose-off the said Premises in the manner as the Promoters may deem fit without any reference or recourse to the Allottee/s.

d. Without prejudice to the right of the Promoters to terminate this Agreement on account of delay in payment as stated above, in the event the Promoters does not exercise its option to terminate as aforesaid and grants extension of time to the Allottee to make payment, the Allottee agrees to pay to the Promoter, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule or 12% per annum, whichever is higher, on all the delayed payments which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters until the date of actual payment. Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Apartment, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoters. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the concerned Banking Account of the Promoters.

e. Upon the Promoters terminating this Agreement as aforesaid, the Promoters shall be entitled to adjust the shortfall (if any) in the GST (or any other statutory dues) liability of the Allottee/s from the balance amounts (i.e. amount paid by Allottee to the Promoters less the amounts which the Promoters is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Promoters prior to refund of the amount/s to the Allottee/s. The amounts paid by the Allottee/s towards his/her/their GST liability until the date of termination/cancellation and deposited with the



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statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoters receiving corresponding refund/getting credit of the corresponding GST amount paid/deposited, from the statutory authorities and not otherwise.

f. If the Allottee/s in order to augment the resources in his hand for the purpose of payment of consideration amount to the Promoters under this Agreement, seeks a loan from financial institutions or banks or any other lender (the "Lender") against the security of the said Premises subject to the consent and approval of the Promoters, then in the event of (a) the Allottee/s committing a default of the payment of the installments of the consideration amount and (b) the Promoters exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination. The Allottee/s shall obtain the necessary letter from such Lender stating that the Allottee/s has cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee/s shall be (subject to what is stated in these presents regarding forfeiture of the monies paid) entitled to the refund of the amount so paid by the Allottee/s to the Promoters towards the Premises. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Allottee/s to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Allottee/s have applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.

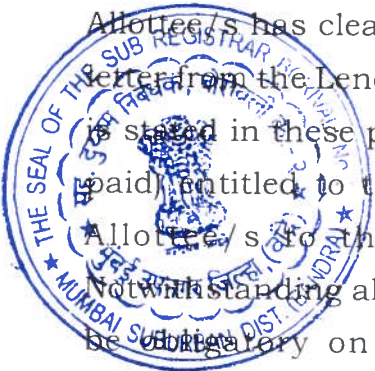
g. All the rights and/or remedies of the Promoters including the aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

20. The fixtures, fittings and amenities to be provided by the Promoters in the said Building and in the said Flat/ Premises are those that are set out in **Third Schedule**

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hereunder written. The Promoters shall endeavour to provide the amenities of the same specifications as stated in the Annexure. However, in the event amenities of the said specifications are not available in the market, the Promoters shall provide amenities of similar brand/quality as the circumstances may permit or their near substitutes at Promoter's discretion.

21. The Promoters hereby represent and warrant to the Allottee/s as follows:

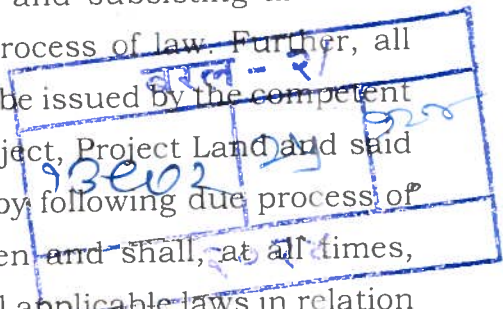
a. The Promoters have clear and marketable title with respect to the Project as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Project and also has actual, physical and legal possession of the Project for the implementation of the Project as per the said Agreements;

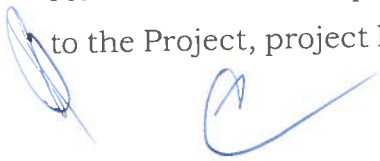
b. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project as may be necessary;

c. There are no encumbrances upon the project land or the Project;

d. There are no litigations pending before any Court of law with respect to the project land or Project;

e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Building/Wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Wing and common areas;





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f. The Banking Account(s) shall be used as per the laws/ rules/regulations under Maha-RERA and withdrawals therefrom shall be made in the manner as provided under the Act.

g. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

h. The Registration of the Project under Maha-RERA is valid and subsisting.

i. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land/Premises, including the Project and the said Premises, which will adversely affect the rights of Allottee/s under this Agreement;

j. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat/Premises to the Allottee/s in the manner contemplated in this Agreement;

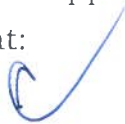
k. The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities in term of the Development Agreement;

1. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the Project.

22. The Allottee confirms and acknowledges that the Allottee has been appraised and made aware and the Allottee has agreed that:



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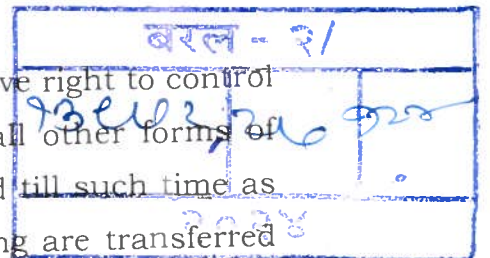
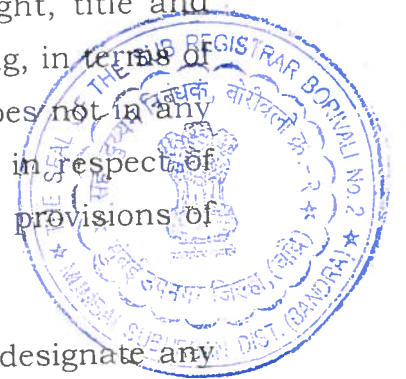
a. The Promoters shall be entitled to the said Properties with the Project Land without requiring any consent from the Allottee and / or the Association.

b. The Promoters is entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the Project Land or elsewhere and/or on account of (TDR) and / or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws or any floating rights which is or may be available in respect of the Project Land and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law, and the Promoters shall be entitled to utilize and/or use the entire potential of the Project Land/the amalgamated lands presently available and/or any increase therein, from time to time.

c. The Promoters shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the Project Land and/or the Building, in terms of the Applicable Laws provided that the same does not in any materially prejudice the right of the Allottees in respect of the Flat/Premises and in accordance with the provisions of the Act.

d. The Promoters shall also be entitled to designate any space on the Project Land and/or in the terrace of the said Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power substations with a view to service the electricity requirement in the said Building.

e. The Promoters shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the project land till such time as the Project Land together with the Building are transferred to the Association. Such advertising and signage may comprise



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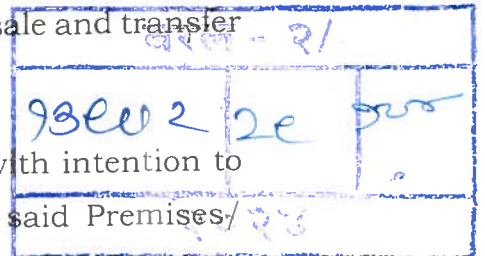
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the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub stations, towers) in respect of the utility services may be laid/ provided in the manner the Promoter may require, and may be utilized in common by occupant is units/premises in the Said Project. The Promoter and its workmen/agents/ contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities.i. The name of the Said Project shall always be "**OM SAI SADAN**" and shall not be changed without the prior permission of the Promoter. The Society's name shall always remain " _____ CHSL". However, the Promoters have the right to add a prefix and/or suffix to the name of the Building as they shall deem fit and proper.

j. It is hereby clarified that, in the event of the Allottee proposing to give the said Premises on lease and / or leave and license basis only, then the provisions contained in Clause ____ above shall not apply, except that the Allottee shall be required to obtain prior written permission of the Promoter before effecting any such lease and / or leave and license arrangement.

k. The Promoter shall be entitled to call upon the Allottee to satisfy the Promoter either through the Allottee banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee's financial and other capabilities to pay the entire Sale Price and all other amounts to the Promoter and to complete the sale and transfer of the said Premises.

23. The Allottee/s or himself/themselves with intention to bind all persons into whosoever hands the said Premises/ Flat/Apartment may hereinafter come, hereby undertakes, assures and covenants with the Promoters as follows for the

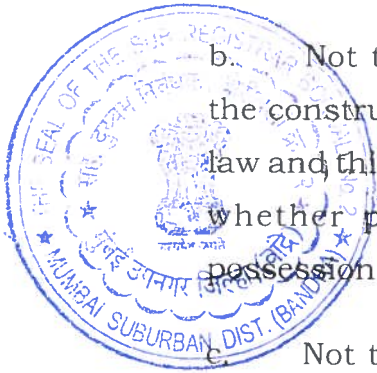


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purpose of inter-alia ensuring the soundness and safety of the said Building for maintaining the value of the said Building and for ensuring that any easement in respect of the aforesaid remains unaffected:

a. Not to do or suffer to be done anything in or to the said Building, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the said Building or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottee's own cost in good repair and condition from the date on which the Allottee is permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the said Building.



b. Not to raise any objection to the Promoter completing the construction of the Project in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee taking possession of the Said Premises.

c. Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the said Building.

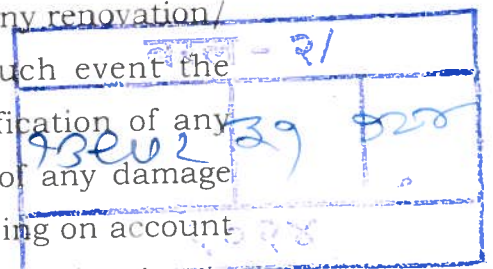
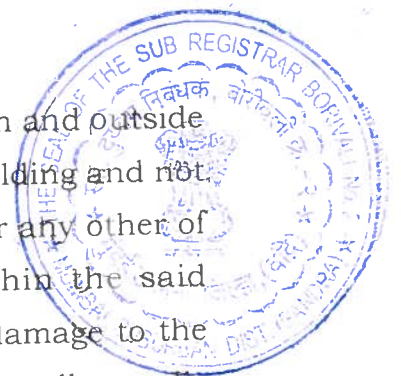
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d. Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter / its designated Project Manager or the Society with respect to the use and occupation of the said Premises.

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- e. Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of the said Building.
- f. Not to make or cause to make any addition or alternation of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of the said Building.
- g. Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent.
- h. To keep sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
- i. Not to cover or construct anything on the open spaces, garden, recreation area and / or parking spaces and /or refuge areas,
- j. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/ enclose the planters and service slabs or any other of the projections form the said Premises, within the said Premises, nor chisel or in any manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pards or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI / development potential of the Said Project.
- k. In the event of the Allotee carrying out any renovation/ repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Said Building on account of such renovation/repair and the Promoter's obligation to



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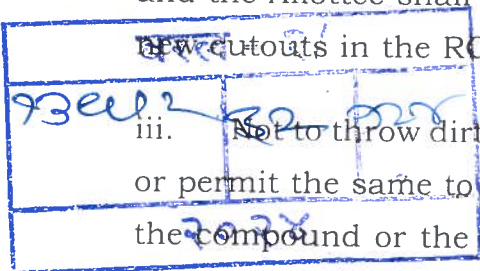
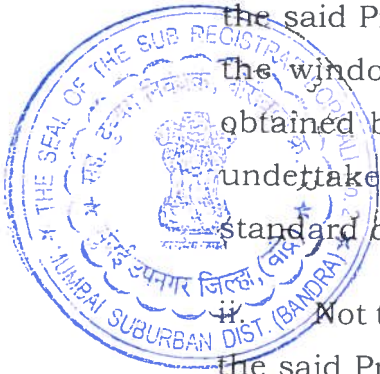
rectify any defects(s) or compensate for the same as more particularly described in Clause mentioned hereinafter of this Agreement shall immediately cease and the Allottee / the Society/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.

1. To maintain the aesthetic of the said Building and to ensure the quiet and peaceful enjoyment by all the allottee / occupants therein and for the common benefits of all, and to preserve and maintain the safety, security and value of the said Premises and the Said Building, the Allottee agree and covenant as follows:

i. Not to affix and fixtures or grills on the exterior of the said Building for the purpose of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter.

ii. Not to install a window air-conditioner within or outside the said Premises. Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s as not to affect the structure, facade and / or elevation of the Building in any manner whatsoever. The cutouts for the piping would be provided by the Promoter and the Allottee shall not at any point of time make / create new cutouts in the RCC structure.

iii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Building. If the Allottee or any members of the Allottee's family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall forthwith rectify any damage and default immediately at their own cost.

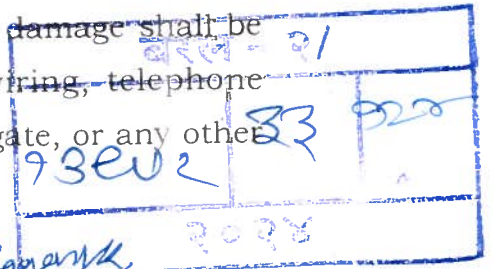
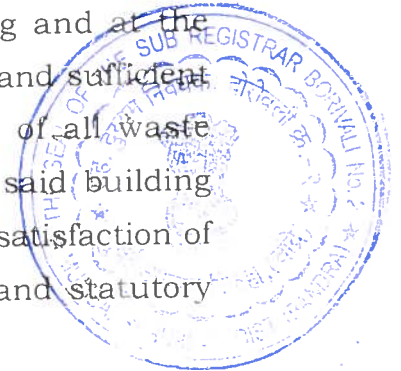


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iv. Not to any time cause or permit any public or private nuisance or to use the loudspeaker etc., in or upon the said Premises and the said Building or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering hardship or disturbance to the occupants or the Promoter. The Allottee shall ensure that the Allottee's pets and /or domesticated animals, if any, in or upon the said Premises and the Said Building or any part thereof shall not enter the restricted areas / no entry zones as may be designated by the Promoter in the said Building and / or pose a health or safety hazard and / or cause nuisance to the other occupiers of the said Building and or the lifts installed in the said Building.

v. Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and / or the said Building and / or open spaces not litter or permit any littering in the common areas in or around the said Premises and/ or the Said Building and at the Allottee's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and / or the said building and / or open spaces to the requirement and satisfaction of the Promoter and / or relevant government and statutory authorities.

vi. Not to do either by themselves or through any other person anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.



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vii. Not to display/permit to be displayed at any place in / upon the said Building or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisements, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.

viii. To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee's labourers/ contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee / labourers / contractors shall at their own cost remove such wastage materials/ debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any areas within the said Building.

m. Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society or the Apex Body, for the purpose of maintenance and up-keep of the said Building and in connection with any interior / civil works that the Allottee may carry out in the said Premises and to generally comply with the building rules, regulations and bye-laws for the time being of the concerned authority and the government and other public bodies.

n. Not to violate and to observe and perform all the rules and regulations which the promoter / its designated Project Manager or the Society or Apex Body may have at its inception and the additions or amendments thereof that may be made


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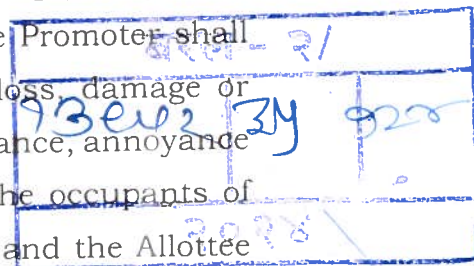
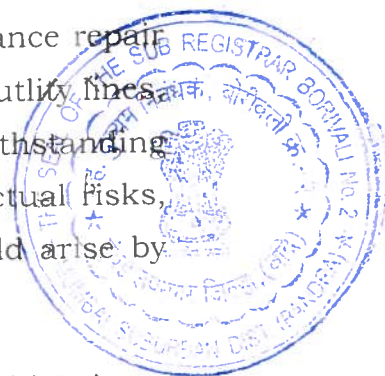


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from time to time for protection and maintenance of the said Building and the Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Promoter / its designated Project Manager or the Society regarding the occupation and use of the said Premises in the Said Building and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings in accordance with the terms of this Agreement.

o. Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users / allottee of premises of the Said project to the access, ingress and egress into and upon the said Building, the Non-Residential Component, the Building amenities and the Non-Residential Exclusive Amenities without any restriction or interference whatsoever including for the purpose of maintenance repair and unkeep of the electricity, communication and utility lines, cables and meters etc or any other reason notwithstanding that there shall be or any be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.

p. Not do or permit or suffer to be done anything in or upon the said Premises or any part of the said Building which is or may, or which in the opinion of the Promoter is or any, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Allottee shall not hold the Promoters so liable.



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q. Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.

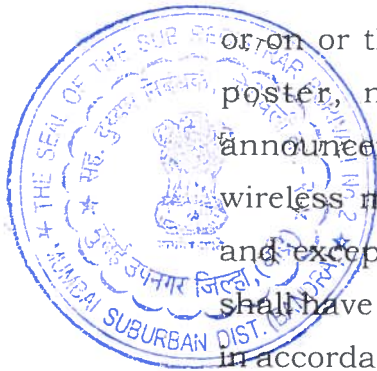
r. Not to, in any manner, enclose any flower beds / planters / ledges / pocket terrace(s) / deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.

s. Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice advertisement, name plate or sign or announcement flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

t. Not to park at any other place and shall park all cars in the car parking space(s) only as may be permitted / allotted by the Promoter.

u. Not to object to the permission granted / to be granted by the Promoter to other flat allottee for the use of their respective appurtenant spaces and the car parking space(s).

v. Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and /or claims regarding liability to bear and pay for alternate arrangements for the water supply through tankers made for their convenience. The Allottee acknowledges that the water connection from the MCGM shall



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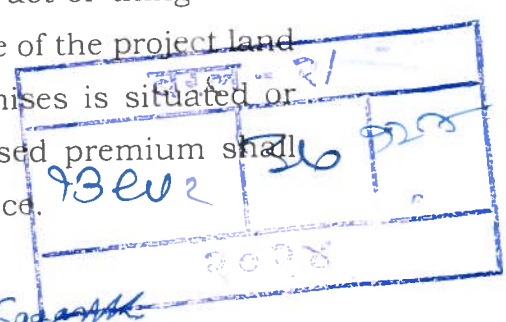
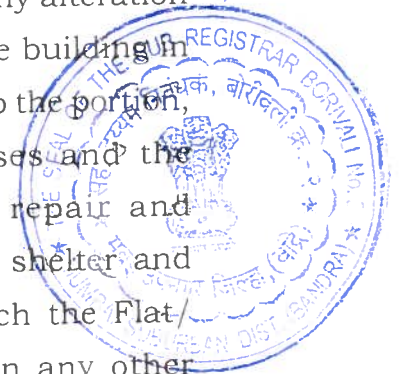
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be subject to availability and the rules, regulations and bye-laws of the MCGM and agrees not to hold the Promoter responsible for the same. The Allottee is aware that alternate arrangements for water supply through tankers will be made for the Allottees' convenience. Expenses incurred for the same will be charged in the maintenance bill till MCGM water connection is received.

w. The Allottee has perused the details of the Project available on the website of the Authority as well as the additional data furnished by the Promoters and Allottee has fully verified the same. The Allottee agrees and confirms not to make demand of any additional information in respect thereof.

x. Not to demolish or cause to be demolished the Flat/Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Premises is situated and shall keep the portion, sewers, drains and pipes in the Flat/Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Premises without the prior written permission of the Promoters and/or the Society or the Limited Company.

y. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.



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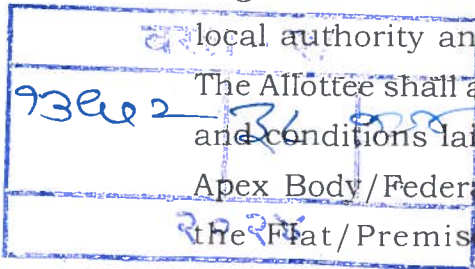
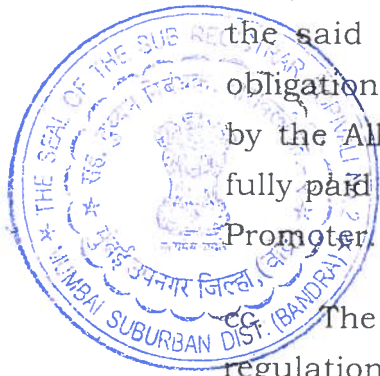
z. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Premises is situated.

aa. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Premises by the Allottee for any purposes other than for purpose for which it is sold.

bb. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Premises or dispose of or alienate otherwise howsoever, the said Premises and / or its rights, entitlements and obligations under this Agreement until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and without the prior written permission of the Promoter.

The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.

The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/ Apex Body/Federation regarding the occupancy and use of the Flat/Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.



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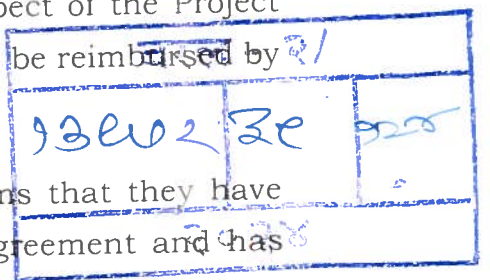
dd. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the Flat/Premises/Building in any manner whatsoever. Do not move, alter, fidget with pipes suspended from the ceiling and / or not to enclose trap doors provided in bathrooms and kitchens,

ee. Irrespective of a dispute, if any, arising between the Promoters and the Allottees and /or the Association all amounts, contribution and deposits including amounts payable by the Allottees to the Promoters under this Agreement shall always be paid punctually to the Promoters and shall not be withheld by the Allottees for any reasons whatsoever.

ff. The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottees shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the Building for storage or for use by servants at any time.

gg. The Allottees hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the Project Land and / or the Building, the same shall be reimbursed by the Allottees to the Owner.

hh. The Allottee represents and confirms that they have read the terms and conditions of this Agreement and has understood their obligations, liabilities and limitations as set forth herein and have neither relied upon nor been influenced by any marketing brochures, emails advertisements, representations of any nature whatsoever whether written or oral.



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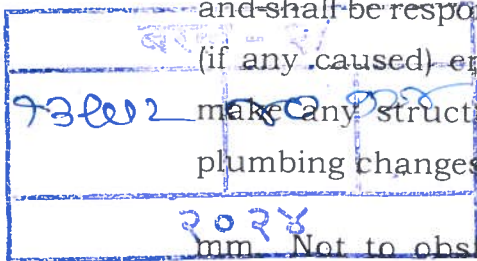
ii. Save and except the conveyance of the Project land/ Sale Building Plot, not to claim conveyance of any other portion of the said Property/Project Land till the complete development of the Project Land.

jj. No to object or create hindrance for implementation of development work of subsequent phase by the Promoters. The Allottee represents and confirms that the Promoters shall be entitled to induct the Allottees of the subsequent phase as the members of the society so formed by the Allottees of the Project and the Allottees hereby agree and undertake not to object to the same.

kk. Shall accept, follow abide by the Fit-out Guidelines, if any framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the Said Project and/or the security thereof or of the aesthetics and ambience of the said Project/ Said Building, it being clearly agreed that in the event the Allottee violates the Fit-Out Guidelines and such other rules/ regulations made from time to time, the Allottee shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the allottee and/or by his employees or agents. Further, the Allottee shall ensure that the labourer, contractors appointed by the Allottee shall also strictly follow the same.

ll. Not to do any act, deed, matter or thing during the course of Fit-Out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Said Building or its common passages, staricases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at their cost and expenses. Not to make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.

mm. Not to obstruct/close the drain out points of the aluminium window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab,



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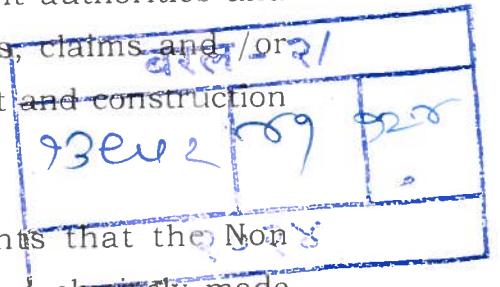
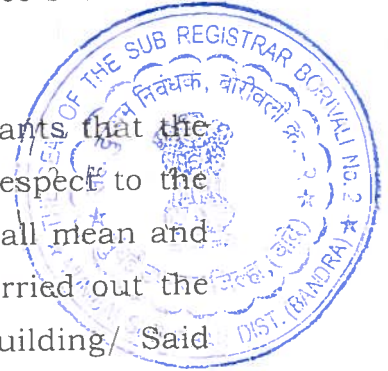
nn. Shall on completion of the fit-outs of the Said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.

oo. If any Allottee/occupants in the Said Project including the Allottee make any internal structural / non-structural changes to any premises in the Said Building including the Said Premises, the Promoter shall have discharged of all its expressed and implied warranties under this Agreement.

pp. To rectify and make good any breach or default of any of the covenants contained in this Clause no. , without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause by the Allottee shall be of the essence of this Agreement.

qq. The Allottee agrees, confirms and covenants that the issuance of the Occupation Certificate with respect to the Said Building by the competent authorities shall mean and shall be construed that the Promoter has carried out the development and construction of the Said Building/ Said Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authorities and the Allottee shall not raise any disputes, claims and/or demands with respect to the development and construction of the Said Building/Said Project.

rr. The Allottee agrees and covenants that the Non Residential Exclusive Amenities shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottee / occupants of the Non Residential Component and, shall not be available to the Allottee or any other allottee / occupants of apartments / flats in the Said Project.

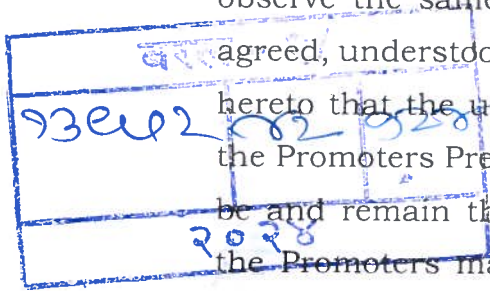
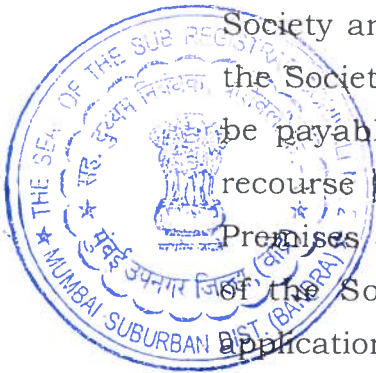


ss. The Allottee agrees and covenants that the entry and exit points and access to the Said Project shall be common to all allottee / users and occupants in the Said Project. The Allottee agrees and covenants to not demand any separate independent access and /or entry / exit point exclusively for themselves and / or any other allottee / users and / or occupants in the Said Project and / or any part thereof.

24. Upon completion of the New Building and receipt of the Occupation Certificate in respect of the New Building and subject to the Allottee/s having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Society shall admit the Allottee/s as members of the Society, subject to the Allottee/s agreeing to abide by the rules, regulations and bye-laws of the Society, and subject to the Developers informing the Society to admit the Allottee/s as the member of the Society, together with a copy of this Agreement. The Allottee/s agrees to become a member of the

Society and abide by the rules, regulations and bye-laws of the Society and to pay to the Society such amounts as may be payable by him/her/them from time to time, without recourse to the Promoters. The Allottee/s shall occupy the Premises subject to the rules and regulations and bye-laws of the Society. The Allottee/s shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the Society. The Allottee/s hereby specifically confirms that he has read the bye-laws of the Society and agrees and undertakes to duly observe the same. It is expressly and specifically clarified,

agreed, understood and confirmed by and between the parties hereto that the unsold flats and other premises from out of the Promoters Premises in the New Building shall at all times be and remain the absolute property of the Promoters and the Promoters may if they so desire, become member/s of the Society in respect thereof and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or

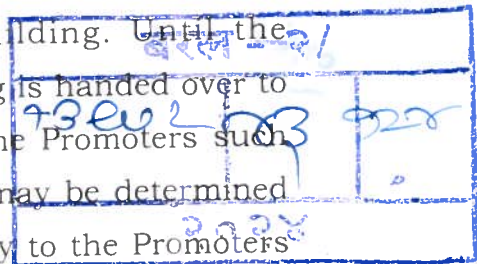
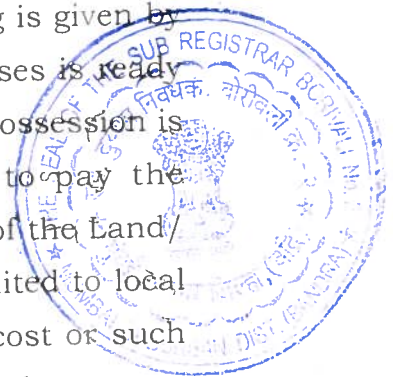


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otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Society shall object to or dispute the same. On the Promoters intimating to the Society the name or names of the Allottee/s or acquirer/s of such unsold flats, premises, etc., the Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters have informed the Allottee/s, and the Allottee/s is/are aware that the Allottee/s will be enrolled as a member(s) of the Society upon payment of requisite membership fees and share application money and compliance of the procedure of the Society.

25. Commencing a week after notice in writing is given by the Promoters to the Allottee/s that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Allottee/s shall be liable to pay the proportionate share of the outgoings in respect of the Land/ Plot and the New Building including but not limited to local taxes, betterment charges sub-station & cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and New Building. Until the management of the Plot and New Building is handed over to the Society, the Allottee/s shall pay to the Promoters such proportionate share of the outgoings as may be determined by the Promoters. The Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. _____/-



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towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoters until the management is handed over to the Society.

26. The Allottee/s shall on or before the delivery of the possession of the Premises pay to the Promoters the following amounts:-

(i) Rs. _____/- non-refundable for share money, application, entrance fee of the Society.

(ii) Rs. _____/- non-refundable deposit towards installation of transformer, cable, electric meter, water meter etc.

(iii) Rs. _____/- being 1 year deposit towards proportionate share of taxes, maintenance and other charges.

Rs. _____/- Total

27. The Allottee shall on or before the delivery of the possession of the Premises pay to the Promoters the following amounts

Rs. _____/- towards legal costs and charges

(ii) Rs. _____/- towards development charges

(iii) Rs. _____/-

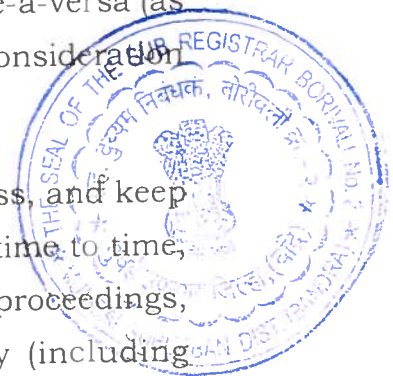
Rs. _____/- Total

28. It is agreed in respect of amounts mentioned in Clause 26(i) and (iii) above, the Promoters shall be liable or otherwise required to render accounts to the society and shall hand over the deposits or balance thereof to the Society. In the event of any additional amount becoming payable, the Promoters shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/ deposit

shall not carry any interest. The Promoters shall maintain a separate account in respect of the sums received by the Promoters from the Allottee/s as advance or deposit, on account of the share capital of the Society, outgoings, and shall utilize the same for the purpose for which they have been received.

29. The parties hereto agree and accept that if the carpet area of the Premises is reduced/increased due to structural columns and structural membranes and/or on account of design and construction variances, the Allottee/s shall not complain or raise any grievance on account of the said reduction/increase to the extent of 3% (three percentage). The Allottee shall be bound to accept such reduced/increased area and shall not complain or demand compensation for such reduced/increased area, provided such reduction/increase does not exceed a maximum of 3% (three percent), in which scenario (of such reduction/increase of more than 3%) the appropriate payment shall be made for such reduction/increase by the Allottee/s to the Promoters or vice-a-versa (as the case may be) by taking into account the Sale Consideration for the said Premises.

30. The Allottee/s shall indemnify and harmless, and keep indemnified and harmless the Promoters from time to time, against any and all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including professional fees/costs incurred in relation thereto) of whatsoever nature incurred or suffered by them or any of them directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his obligations under this Agreement; and (c) Allottee/s non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.



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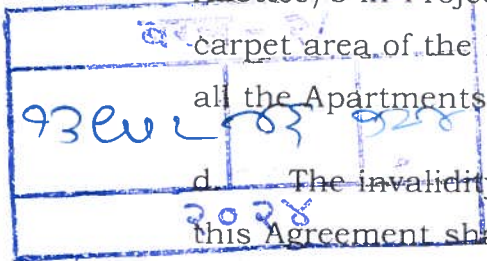
31. MISCELLANEOUS:

a. Any notice to be given under this agreement shall be considered to be duly served, if sent by Registered Post A.D. or if delivered or left at the address of the party as stated herein. If there is any change in the address of either of the parties to this Agreement, such party shall notify to the other such change in address. In that event the notice shall be given at the changed address.

b. This Agreement and all annexures hereto, constitute the entire agreement between the parties hereto as regards the subject matter hereof and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoters or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee/s or made available for the Allottee/s viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any and all previous agreements and/or writings concerning the subject-matter hereof.

c. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Flat/Apartment to the total carpet area of all the Apartments in the Project.

d. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.



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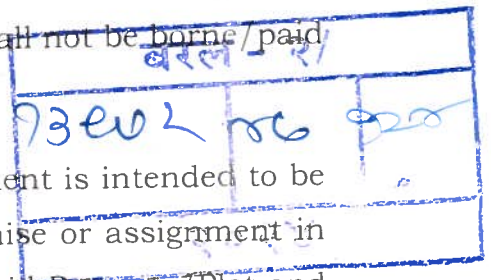
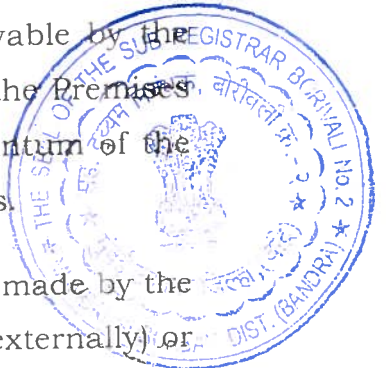
e. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

f. If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee/s shall be joint and several.

g. All taxes, charges including but not limited to GST or any other impositions or levies (i) on account of this transaction, (ii) pro rate on account of the entire development project, (iii) on the consideration and other amounts payable by the Allottee/s to the Promoters and/or (iv) otherwise, shall be to the account of the Allottee/s alone and the Promoters shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Allottee/s over and above the consideration of the Premises and the Promoters decision as regards the quantum of the same shall be final and binding to the Allottee/s.

h. It is expressly agreed that due to changes made by the Allottee/s in the Flat/Apartment (internally or externally) or said Building or other Allottees/s of the flats in the said Building if any complaint/defect arises, then in such circumstances the Promoters shall not be liable or responsible for repairs and the costs of the same shall not be borne/paid by the Promoters.

i. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Property/Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces,



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lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said NewBuilding is handed-over to the Society.

j. The parties are assessed under following PAN: -

PROMOTERS :

SHRISAI AKAR CIVILINFRA INDIA PVT. LTD. - ABACS8721L

ALLOTTEE/s:

MR. TUSHAR KANTILAL SAGAR - BJIPS8520E

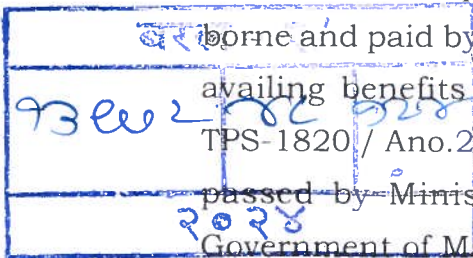
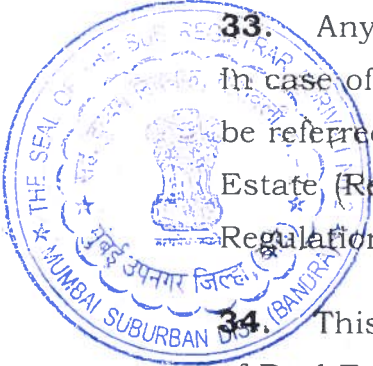
MRS. SMITA AJAY SONI - BJIPS0541M

32. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of Republic of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.

33. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, framed by the state of Maharashtra thereunder.

34. This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016, and Rules and Regulations framed thereunder by the State of Maharashtra.

35. "The Stamp duty and the registration charges shall be borne and paid by the Promoter herein [in lieu of the Promoter availing benefits under the Circular bearing reference no. TPS-1820 / Ano.27 / Pr.No.80 / 20 / Nov-13 dated 14.01.2021 passed by Ministry of Urban Development Department, Government of Maharashtra]. However, GST and other levies or expenses in respect of this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s shall at his/her/



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their cost and expenses, lodge this Agreement for registration in the Office of the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908, and after due notice being received in this regard the Promoters or their authorized representative shall attend such office and admit the execution there of."

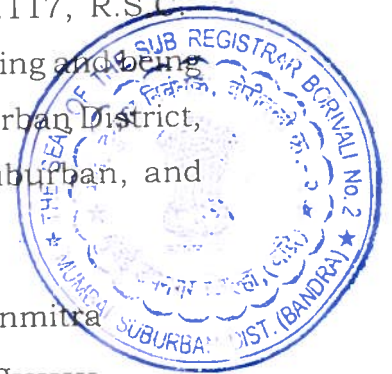
IN WITNESS WHEREOF the Promoters and the Allottee/s have hereto set and subscribed their respective hands and seals the day and year first hereinabove written.

FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

(Description of "**the said Property**")

All that piece or parcel of land bearing C.T.S. No.46 (Part) admeasuring 625 sq. mts. as per PR card or thereabouts as per physical measurement, situate at Plot No.117, R.S.C. 37, Gorai- 2, Borivali (West), Mumbai- 400092, lying and being at Village Borivali, Taluka Borivali, Mumbai Suburban District, within the Registration District of Mumbai Suburban, and bounded as follows:

- On or towards the East by : Plot No.118, Sanmitra Society Building-----
- On or towards the West by : Plot No.116, Anad Vikas Soc.'s Building
- On or towards the North by : Plot no.08, Riddhi-Siddhi Society Chawl
- On or towards the South by : Pragati School road.



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SECOND SCHEDULE OF PROPERTY ABOVE REFERRED TO:

(Description of "the said Premises")

An ~~Apartment~~/Flat/~~Unit~~ No. 404 admeasuring 482 sq. feet carpet area on the 4th floor of the building '**OM SAI SADAN**' to be constructed on the said Property described in First Schedule including — Car Parking space in "**Puzzle Parking**" of the Building.

THIRD SCHEDULE OF PROPERTY ABOVE REFERRED TO:

(Description of "Common Areas and Facilities")

- 1.
- 2.
- 3.
- 4.
- 5.



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SIGNED, SEALED AND DELIVERED BY)
The within-named **"PROMOTERS"**)
SHRISAI AKAR CIVILINFRA INDIA PVT. LTD.)



Pursuant to the board resolution dated 31/01/2022

Through its authorized signatory/Directors)

Signature



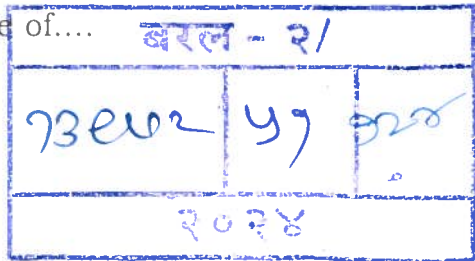
Mr. RAJESH NIRMALKUMAR JAIN)

Mr. AMARNATH J. SINGH)



In the presence of.... बरल - २/)

1. *Signature*
2. *Signature*



SIGNED, SEALED AND DELIVERED BY)
The withinnamed **"ALLOTTEE/S"**)



1. MR. TUSHAR KANTILAL SAGAR) *SagarMK.*
(THROUGH POA VARSHA KANTILAL SAGAR)



2. MRS. SMITA AJAY SONI) *SagarMK.*
(THROUGH POA VARSHA KANTILAL SAGAR)



In the presence of.)

1. *Signature*
2. *Signature*



SagarMK.
SagarMK.

SELLER'S SIGN

PURCHASER'S SIGN

RECEIPT

RECEIVED of and from within named Allottee/s a Sum of Rs. 11,51,001/-/- (Rs. ELEVEN LAKH FIFTY ONE THOUSAND ONE Only) being earnest money/ monies payable by him/her/them to us in the following manner:

Sr.No.	Cheque No./ Pay order No.	Dated	Drawn on (Bank)	Amount (Rs.)	In favor of
1	IMPS No. 419218283482	10/7/24	AXIS BANK	5,000/-	
2	IMPS No. 419913043777	18/7/24	YES BANK	10,001/-	
3	RTGS No. UT2BR6202407 1963282681	19/7/24	AXIS BANK	5,50,000/-	
4	RTGS No. YESRT1202407 2000000087	20/7/24	YES BANK	5,40,000/-	



Rs. 11,51,001/-

We say received,

For **SHRISAI AKAR CIVILINFRA INDIA PVT.LTD.**

(Authorized Signatory/Director)

WITNESS:

~~1.~~
2.

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ANNEXURE - A
A-1

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5413389 31-01-2022 Note -Generated Through eSearch Module,For original report please contact concern SRO office.	सूची क्र.2	दुव्यम निबंधक सह दु.नि. बोरीवली 6 दस्त क्रमांक 5413/2019 नदणी Regn 63m
गावाचे नाव : बोरीवली		
(1) विलेखाचा प्रकार	अभिहस्तांतरणपत्र	
(2) माबदल	69645000	
(3) बाजारभावा (पाहपट्ट्याच्या बाबतितपट्टाकर आकारणी दाता की पट्टेदार त्रिभुद करावे)	80017000	
(4) भू-मापन, पाटदिसा व परक्रमांक (असल्यास)	1) पालिकेचे नाव Mumbai Ma na pa. इतर वर्णन : इतर माहिती. जमीन व बांधकाम सी टी एस नंबर-19/377,चे क्षेत्रफळ 625 चौ मी,प्लॉट नंबर-117,आर एस सी-37,ओम साई सदन को ऑप हो सो लि,गोर्दा-2,बोरीवली पश्चिम मुंबई-400092,ए डी जे/1100902/661/2019,दिनांक 07/05/2019 भरलेले मुद्राक शुल्क-4050850/ बाजार भाव-80017000/((C.T.S. Number : 19/377 ;))	
(5) क्षेत्रफळ	625 चौ मीटर	
(6) आकारणी किंवा जुद्धे टण्यात असत तक्का.		
(7) दस्तावेज करून घ्या-या/तिटून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालय(या हुकूमनामा किंवा आदेश असल्यास प्रतिबादिचे नाव व पता	<p>1) नाव -ओम साई सदन को ऑप हो सो लि चे अग्रमन - द्वितीय उत्तरास शंलडकर वय -47 पत्ता -प्लॉट नं सीटीएस नं-19/377, माळा नं - , इमार्तीचे नाव ओम साई सदन को ऑप हो सो लि, ब्लॉक नं बोरीवली पश्चिम मुंबई, प्लॉट नं गोर्दा-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पं न -AAAAO9608B</p> <p>2) नाव -ओम साई सदन को ऑप हो सो लि चे कमिटी मंय्य - अजय यशवंत शंलडकर वय -54 पत्ता -प्लॉट नं सीटीएस नं-19/377, माळा नं - , इमार्तीचे नाव ओम साई सदन को ऑप हो सो लि, ब्लॉक नं बोरीवली पश्चिम मुंबई, प्लॉट नं गोर्दा-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पं न -AAAAO9608B</p> <p>3) नाव -ओम साई सदन को ऑप हो सो लि चे ट्रुव्हर - प्रशांत काशिनाथ कोंबळे वय -49 पत्ता -प्लॉट नं सीटीएस नं-19/377, माळा नं - , इमार्तीचे नाव ओम साई सदन को ऑप हो सो लि, ब्लॉक नं बोरीवली पश्चिम मुंबई, प्लॉट नं गोर्दा-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पं न -AAAAO9608B</p> <p>4) नाव -ओम साई सदन को ऑप हो सो लि चे कमिटी मंय्य - त्रवाहरलाल राहुंग पाळ वय -60 पत्ता -प्लॉट नं सीटीएस नं-19/377, माळा नं - , इमार्तीचे नाव ओम साई सदन को ऑप हो सो लि, ब्लॉक नं बोरीवली पश्चिम मुंबई, प्लॉट नं गोर्दा-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पं न -AAAAO9608B</p> <p>5) नाव -ओम साई सदन को ऑप हो सो लि चे कमिटी मंय्य - लक्ष्मण शिवा पाण वय -51 पत्ता -प्लॉट नं सीटीएस नं-19/377, माळा नं - , इमार्तीचे नाव ओम साई सदन को ऑप हो सो लि, ब्लॉक नं बोरीवली पश्चिम मुंबई, प्लॉट नं गोर्दा-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पं न -AAAAO9608B</p> <p>6) नाव -ओम साई सदन को ऑप हो सो लि चे कमिटी मंय्य - योग्या उतम सावत वय -42 पत्ता -प्लॉट नं सीटीएस नं-19/377, माळा नं - , इमार्तीचे नाव ओम साई सदन को ऑप हो सो लि, ब्लॉक नं बोरीवली पश्चिम मुंबई, प्लॉट नं गोर्दा-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पं न -AAAAO9608B</p> <p>7) नाव -ओम साई सदन को ऑप हो सो लि चे कमिटी मंय्य - नितोन माहनलाल पट्टे वय -62 पत्ता -प्लॉट नं सीटीएस नं-19/377, माळा नं - , इमार्तीचे नाव ओम साई सदन को ऑप हो सो लि, ब्लॉक नं बोरीवली पश्चिम मुंबई, प्लॉट नं गोर्दा-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पं न -AAAAO9608B</p>	
(8) दस्तावेज करून घ्या-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकूमनामा किंवा आदेश असल्यास प्रतिबादिचे नाव व पता	<p>1) नाव -श्रीसाई आकार सिविलइन्फ्रा इंधिया प्रायव्हेट लिमिटेड व मयालक - अमनाथ जयनोथ सिंग, वय -45, पत्ता -ब्लॉक नं 001 विलडींग नं-ए-1,संक्टर नं-4, माळा नं - , इमार्तीचे नाव प्रभाकर शांतीनगर को ऑप हो सो लि, ब्लॉक नं शानि नाग, महाराष्ट्र, THANE. पिन कोड -401107 पं न -ABACS8721L</p> <p>2) नाव -श्रीसाई आकार सिविलइन्फ्रा इंधिया प्रायव्हेट लिमिटेड चे संचालक - राजेश निरमलकुमार जेन वय -42, पत्ता -प्लॉट नं 001 विलडींग नं-ए-1,संक्टर नं-4, माळा नं - , इमार्तीचे नाव शांतीनगर को ऑप हो सो लि, ब्लॉक नं शानि नाग, महाराष्ट्र, THANE पिन कोड -401107 पं न -ABACS8721L</p>	



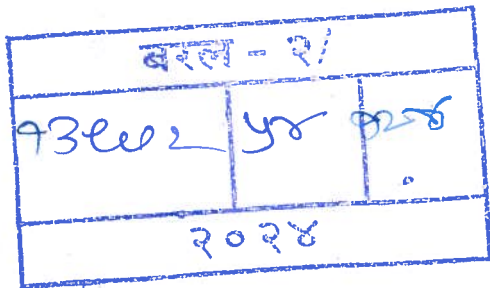
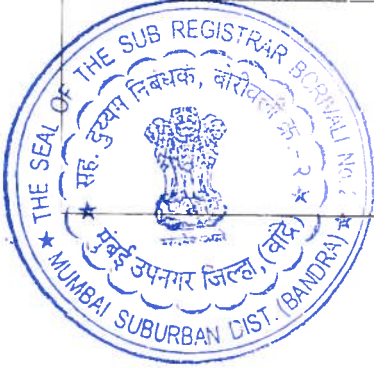
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ANNEXURE - A
A-1

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	<p>3) नाव:-श्रीसाई आकार सिकलिंग्ग इडिया प्रायव्हेट लिमिटेड चे संचालक - रोहनाझ पात्रंग पञ्चाना वय:-49; पत्ता:-प्लॉट नं 001, बिलडिंग न-ए-1 सेक्टर न-4, माळा नं - , इमारतीचे नाव प्रभाकर शांतीनगर को ऑफ हो सो सि, ब्लॉक न: पीरा रोड ठाणे, रोड नं शांति नागर , महाराष्ट्र, THANE. पिन कोड:-401107 फोन नं:-ABACS8721L</p> <p>4) नाव:-श्रीसाई आकार सिकलिंग्ग इडिया प्रायव्हेट लिमिटेड चे संचालक - पुंशा राजेंद्र शाह वय:-36, पत्ता:-प्लॉट न: 001, बिलडिंग न-ए-1, सेक्टर नं-4, माळा नं - , इमारतीचे नाव प्रभाकर शांतीनगर को ऑफ हो सो सि, ब्लॉक न: पीरा रोड ठाणे, रोड नं शांति नागर, महाराष्ट्र, THANE. पिन कोड:-401107 फोन नं:-ABACS8721L</p> <p>5) नाव:-श्रीसाई आकार सिकलिंग्ग इडिया प्रायव्हेट लिमिटेड चे संचालक - कृष्णल गोविंदभाई मिस्त्री वय:-36; पत्ता:-प्लॉट न: 001, बिलडिंग न-ए-1, सेक्टर नं-4, माळा नं - , इमारतीचे नाव प्रभाकर शांतीनगर च्द, ब्लॉक न: पीरा रोड ठाणे, रोड नं शांति नागर, महाराष्ट्र, THANE. पिन कोड:-401107 फोन नं:-ABACS8721L</p> <p>6) नाव:-श्रीसाई आकार सिकलिंग्ग इडिया प्रायव्हेट लिमिटेड चे संचालक - चंद्रम पोद्दोलाल जैन वय:-46; पत्ता:-प्लॉट न: 001, बिलडिंग न-ए-1, सेक्टर नं-4, माळा नं - , इमारतीचे नाव प्रभाकर शांतीनगर च्द, ब्लॉक न: पीरा रोड ठाणे, रोड नं शांति नागर, महाराष्ट्र, THANE. पिन कोड:-401107 फोन नं:-ABACS8721L</p>
(9) दस्तावेज करम दित्याचा दिनांक	09/05/2019
(10)दस्त नोंदणी केल्याचा दिनांक	01/07/2019
(11)अनुक्रम क्र.बुड व पृष्ठ	5413/2019
(12)वाजराभावाप्रमाणे मुद्राक शुल्क	4050850
(13)वाजराभावाप्रमाणे नोंदणी शुल्क	30000
(14)भत्त	
मुल्याकनामाठी विचारात घेतलेला तपशील :-	मुल्याकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणचा तपशील दस्तप्रकारानुसार आवश्यक नाही
मुद्राक शुल्क भकाराताना निवडलेला अनुच्छेद :-	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

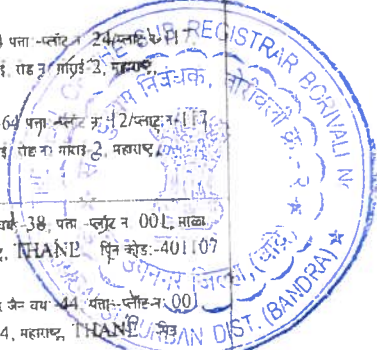


ANNEXURE - A
A-2

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3941517 31-01-2022 Note:-Generated Through eSearch Module For original report please contact concern SRO office.	सूची क्र.2	दुय्यम निवधक सह दु नि बोरीवली 9 दस्त क्रमांक 3941/2021 नोंदणी Regn:63m
गावाचे नाव : बोरीवली		
(1) किल्लेखाचा प्रकार	सप्लोमेट्री अंशमैट	
(2) मापदला	0	
(3) बाजारभाव (भांडपट्टयाच्यः बाबतितपट्टाकार आकाराणी देतो की पट्टयार १० नमुद करावे)	1	
(4) भू-मापन, पोटॅहिस्मा व धरुमाक (असल्यास)	1) पालिकेचे नाव मुंबई मनपाइतर वर्णन : , इतर माहिती: मुळ दस्त नोंदणी क्रमांक बरल ६/७४१३ /२०१९, दिनांक 09/05/2019 चे पुरवणी पत्र, इतर माहिती दस्तात नमुद केल्याप्रमाणे((C.T.S. Number : 19/377 ;))	
(5) क्षमफल	0 चौ मीटर	
(6) आकाराणी किंवा जुदां दग्यात असेल तेव्हा		
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	<p>1): नाव:-आम साई सदन को ओप हो सा ती चे संमेट्री अत्रय यशवत झळ वय -55 पत्ता -प्लॉट नः प्लॉट न-117, माळा नः - इमारतीचे नाव आम साई सदन सी एच एस लीमीटेड, ब्लॉक नः बोरीवली पश्चिम मुंबई, रोड नः गोराई-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पिन नः -AAAAO9608B</p> <p>2) नाव:-आम साई सदन को ओप हो सा ती चे अमपन प्रियदर् उल्लास गंठडकर वय -49 पत्ता -प्लॉट नः प्लॉट न-117, माळा नः - इमारतीचे नाव आम साई सदन सी एच एस लीमीटेड, ब्लॉक नः बोरीवली पश्चिम मुंबई, रोड नः गोराई-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पिन नः -AAAAO9608B</p> <p>3) नाव:-आम साई सदन को ओप हो सा ती चे खनिजदार प्रगात काशिनाथ काबळ - वय -50 पत्ता -प्लॉट नः प्लॉट न-117, माळा नः - इमारतीचे नाव आम साई सदन सी एच एस लीमीटेड, ब्लॉक नः बोरीवली पश्चिम मुंबई, रोड नः गोराई-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पिन नः -AAAAO9608B</p> <p>4) नाव:-आम साई सदन को ओप हो सा ती चे कमिटी मन्बर जवाहरलाल पांडुरंग पाळ - वय -62 पत्ता -प्लॉट नः 32/प्लॉट न-117, माळा नः - इमारतीचे नाव आम साई सदन सी एच एस लीमीटेड, ब्लॉक नः बोरीवली पश्चिम मुंबई, रोड नः गोराई-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पिन नः -AAAAO9608B</p> <p>5) नाव:-आम साई सदन को ओप हो सा ती चे कमिटी मन्बर लक्ष्मण शिवा घाग - वय -53 पत्ता -प्लॉट नः 33/प्लॉट न-117, माळा नः - इमारतीचे नाव आम साई सदन सी एच एस लीमीटेड, ब्लॉक नः बोरीवली पश्चिम मुंबई, रोड नः गोराई-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पिन नः -AAAAO9608B</p> <p>6) नाव:-आम साई सदन को ओप हो सा ती चे कमिटी मन्बर योगेश उत्तम सावत - वय -44 पत्ता -प्लॉट नः 24/प्लॉट न-117, माळा नः - इमारतीचे नाव आम साई सदन सी एच एस लीमीटेड, ब्लॉक नः बोरीवली पश्चिम मुंबई, रोड नः गोराई-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पिन नः -AAAAO9608B</p> <p>7) नाव:-आम साई सदन को ओप हो सा ती चे कमिटी मन्बर विठो म्हाहनलाल पट्ट - वय -64 पत्ता -प्लॉट नः 2/प्लॉट न-117, माळा नः - इमारतीचे नाव आम साई सदन सी एच एस लीमीटेड, ब्लॉक नः बोरीवली पश्चिम मुंबई, रोड नः गोराई-2, महाराष्ट्र, MUMBAI पिन कोड -400092 पिन नः -AAAAO9608B</p>	
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	<p>1): नाव:-श्रीसाई आकार सिव्हीलइंज्ना इंडिया प्राइवेट लीमीटेड चे सचालक मृगाय रामेड शाह वय -38, पत्ता -प्लॉट नः 001, माळा नः - इमारतीचे नाव प्रभाकर विलडींग, ब्लॉक नः मीरा रोड पश्चिम, रोड नः सेक्टर -4, महाराष्ट्र, THANE पिन कोड:-401107 पिन नः -ABACS8721L</p> <p>2) नाव:-श्रीसाई आकार सिव्हीलइंज्ना इंडिया प्राइवेट लीमीटेड चे सचालक तारेग निर्मलकुमार जेन वय -44 पत्ता -प्लॉट नः 001, माळा नः - इमारतीचे नाव प्रभाकर विलडींग, ब्लॉक नः मीरा रोड पश्चिम मुंबई, रोड नः सेक्टर -4, महाराष्ट्र, THANE पिन कोड:-401107 पिन नः -ABACS8721L</p> <p>3) नाव:-श्रीसाई आकार सिव्हीलइंज्ना इंडिया प्राइवेट लीमीटेड चे सचालक अमननाथ जगानाथ सित वय -47, पत्ता -प्लॉट नः 001, माळा नः - इमारतीचे नाव प्रभाकर विलडींग, ब्लॉक नः मीरा रोड पश्चिम मुंबई, रोड नः सेक्टर -4, महाराष्ट्र, THANE पिन कोड:-401107 पिन नः -ABACS8721L</p>	



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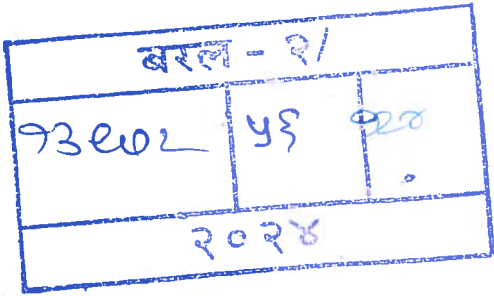
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ANNEXURE - A
A-2

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(9) दस्तावेज करून दिल्याचा दिनांक	18/03/2021
(10)दस्त नोंदणी केल्याचा दिनांक	18/03/2021
(11)अनुक्रमांक,खड व पृष्ठ	3941/2021
(12)धाजातभावाप्रमाण भुदाक शुल्क	500
(13)धाजातभावाप्रमाण नोंदणी शुल्क	1000
(14)गैर	
मुल्यावनासाठी विचारात घेतलेला तपशील	मुल्यावनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणचा तपशील दस्तप्रकारानुसार आवश्यक नाही
भुदाक शुल्क आकारताना निवडलेला अनुच्छेद	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



ANNEXURE - B
B-1



ASD Associates
ADVOCATES & SOLICITORS

S. D. Mishra

Amit S. Mishra

TITLE REPORT

To

SHRISAI AKAR CIVILINFRA INDIA PVT. LTD.,

B-101, Prathana Apartment,

Plot No 15, Jawanar Nagar,

Goregaon (West),

Mumbai - 400 104



The subject matter of this Title Report is all that piece and parcel of land bearing C.T.S. No 19/377 admeasuring 625 sq. meters together with existing building standing thereon known as "Om Sai Sadan" lying and situate at Plot No 117, R.S.C - 37, Gorai - 2, Borivali (West), Mumbai - 400 092 of Village Borivali, Taluka Borivali Mumbai Suburban District, within the Registration District of Mumbai Suburban (hereinafter referred to as "the said Property").

1. Maharashtra Housing and Area Development Authority (MHADA) is a statutory housing authority which was constituted under the Maharashtra Housing and Area Development Authority Act, 1976 and owns several parcels of land across Mumbai.
2. MHADA is the owner of one such large piece of the land situated at Gorai Part - II, Borivali (West), known as MHADA Layout under the

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World Bank Project (hereinafter referred to as 'MHADA Layout')

3. By publishing advertisement in the newspapers, MHADA invited applications from the Co-operative Housing Societies for allotment of open developed plots in the MHADA Layout for the purpose of constructing, maintaining and locating a building for bona fide residential use and occupation of the members of the respective society.
4. Om Sai Sadan Co-operative Housing Society limited (hereinafter referred to as "the Society") was a society incorporated under the provisions of Maharashtra Co-operative Societies Act 1960 as reflected on the Registration Certificate bearing Registration No BOM (MHADA) / HSG (TC) / 7736 / 1993-94 dated 7 December 1993.
5. Pursuant to the aforesaid advertisement, the Society applied for allotment of an open developed plot in the MHADA Layout for the purpose of constructing, maintaining and locating a building for the bona fide residential use and occupation of its members.
6. The Society became one of the successful drawees in the draw of lots from among the societies that applied for allotment of the open developed plots in the MHADA Layout.
7. Pursuant to the acceptance of the said Application by an Instrument of Lease dated 18 April 1994 executed between MHADA of the One Part and the Society of the Other Part, MHADA granted to the



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Society, lease of a plot of land admeasuring 625 sq. metre bearing Plot No 117, R.S.C. 37 Gorai-II and forming part of C.T.S No 19/377 of Borivali Village Taluka Borivali (hereinafter referred to as "the said Land") on payment of premium of Rs.9,75,000/- and lease rent of Rs.9750/- per annum for a term of 90 (ninety) years with effect from 18 April 1994 and subject to the covenants, terms and conditions more particularly setout therein.

The aforesaid lease also contained a provision that on expiry of the lease period stated therein, the lease may be renewed at the option of MHADA for such period and on such terms and conditions as MHADA may deem fit.



Thereafter, the Society constructed the building on the said Property consisting of ground plus three upper floors, and are consisting of 16 flats (hereinafter referred to as "the said Flats" and the building therein shall hereinafter be referred to as "the said Building") and on completion of the said Building in or about the year 1999, the said Flats therein came to be occupied by its 16 members.

10. The Society is thus absolutely seized and possessed of and is otherwise well and sufficiently entitled to the said Land together with the building standing thereon and same shall hereinafter collectively be referred as the "said Property".
11. By and under a Development Agreement dated 9 May 2019 (hereinafter referred to as "the said Development Agreement")

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executed between the Society therein referred to as the Society of the First Part and the Developer therein referred to as the Developer of the Second Part and registered with the office of the Sub-Registrar of Assurances at the office of the Sub-Registrar under Serial No.BRL-6/5413/2019, the Society granted in favor of the Developer, development rights in respect of the said Property, at or for the consideration and on the terms and conditions and in the manner therein contained.

12. Pursuant to the said Development Agreement, the said Society has also executed a Power of Attorney dated 9 May 2019 (hereinafter referred to as "the said Power of Attorney") in favour of the Developer to do various acts, deeds and things on behalf of the Society in furtherance of the redevelopment of the said Society. The said Power of Attorney is registered with the office of the Sub-Registrar of Assurances at the office of the Sub-Registrar under Serial No BRL-6/5417/2019.

13. The Society has provided copy of the latest lease rent receipt dated 6 June 2019 reflecting payment of the annual lease rent made by it to MHADA for the period 18 April 2019 to 17 April 2020.

14. The Property Register Card in respect of the land bearing S.T.S No 19/377 of Borivali Village, Taluka Borivali records (i) the area thereof as 1850.30 sq. mtrs., (ii) the tenure as H-1 and (iii) the name of MHADA as the holder thereof together with the remark of World Bank Project thereon.



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15 We have issued Public Notices dated 10 February 2020 in the "Free Press Journal" and "Navshakti" for the investigation of the title of the said Society to the said Property. In pursuance of the above, we have not received any claims against the said Property.

16 We have caused necessary searches in respect of the said Property to be conducted by the Search Clerk, Sandeep Ashok Shedge, who has submitted his Search Report dated 28.02.2020 for searches caused at the office of the Sub-Registrar of Assurances at Bombay and Bandra for the years 1991 to 2020 and at Borivali and Goregaon for the years 2002 to 2020. Save and except an Undertaking dated 17 July 1995 bearing Registration No. BDR-02/3295/1995 which appears to have been executed by the Society, the Search Report reflects nil records.



Subject to what is stated hereinabove and subject to and relying upon the documents as aforementioned, the title of the said Society i.e. Om Sai Sadan Co-operative Housing Society Limited to said Property as a lessee of MHADA appears to be clear, marketable and free from all encumbrances and pursuant to the said Development Agreement and said Power of Attorney, subject to the terms and conditions therein contained you are entitled to redevelop the said Property in the manner contained therein.

18 General

(a) For the purpose of this opinion we have assumed:

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- (i) the legal capacity of all natural persons, genuineness of all Signatures, authenticity of all documents submitted to us as certified or photocopies.
- (ii) that there have been no amendments or changes to the documents examined by us.
- (iii) the accuracy and completeness of all the factual representations made in the documents
- (iv) all prior title documents have been adequately stamped and registered
- (b) For the purposes of this opinion we have relied upon information relating to:
lineage on the basis of revenue records, and information provided to us by yourselves
- (c) For the purposes of this opinion, we have relied upon
- (i) Copy of Registration Certificate bearing Registration No BOM (MHADA) / HSG (TC) / 7736 / 1993-94, dated 7 December 1993;
- (ii) Copy of Property Register Card.



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- (iii) Copy of Indenture of Lease dated 18 April 1994 executed between MHADA of the One Part and the Society of the Other Part
- (iv) Copy of Development Agreement dated 9 May 2019 executed between the Society therein referred to as the Society of the First Part and the Developer therein referred to as the Developer of the Second Part and registered with the office of the Sub-Registrar of Assurances at the office of the Sub-Registrar under Serial No BRL-6/5413/2019
- (v) Copy of Power of Attorney dated 9 May 2019 executed by the Society in favour of the Developer.
- (vi) Copy of the lease rent receipt dated 6 June 2019 issued by MHADA to the Society.
- (vii) Copies of the documents where original documents of title were not available.
- (d) A certificate determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied despite any provisions in title documents to the contrary
- (e) Even though this document is titled "Title Report it is in fact an opinion based on the documents perused by us. The title

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report has been so given at the request of the clients to whom it is addressed.

- (f) This opinion is limited to the matters pertaining to Indian Law (as on the date of this opinion) alone and we express no opinion on laws of any other jurisdiction.
- (g) We are not certifying the boundaries of the above property nor are we qualified to express our opinion on physical identification at the said property.

19 This Title Report is addressed to **SHRISAI AKAR CIVIL INFRA INDIA PVT. LTD.** only. This Report may not be furnished, quoted or relied on by any person or entity other than aforementioned **SHRISAI AKAR CIVIL INFRA INDIA PVT. LTD.**, for any purpose without our prior written consent.

Dated this 29th Day of February, 2020.

Yours truly,

Partner,
ASD Associates,
Advocates & Solicitors

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ANNEXURE - B

B-2



ASD Associates
ADVOCATES & SOLICITORS

S. D. Mishra

Amit S. Mishra

Main Office: 101, Prathana Apartment, Plot No. 15, Jawahar Nagar, Goregaon (West), Mumbai - 400 104

Branch Office: 112, P.S.C. - 27, Gorat - 2, Borivali (West), Mumbai - 400 092
Correspondence at Branch Office only

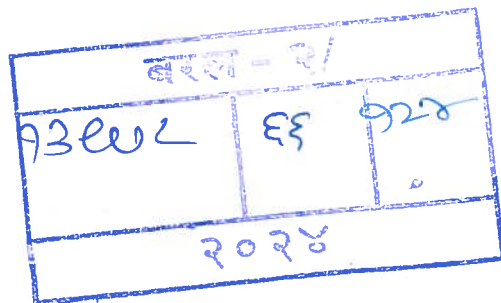
SUPPLEMENTAL TITLE REPORT

SHRISAI AKAR CIVILINFRA INDIA PVT. LTD.,
B-101, Prathana Apartment,
Plot No 15, Jawahar Nagar,
Goregaon (West),
Mumbai - 400 104



The subject matter of this Supplementary Title Report all that piece and parcel of and bearing C.T.S. No.19/377 admeasuring 425 sq. meters together with the building standing thereon known as "Om Sai Sadan" lying being and situated in Plot No.112, P.S.C. - 27, Gorat - 2, Borivali (West), Mumbai- 400 092 of the Borivali, Taluka Borivali Mumbai Suburban District, within the Registration District of Mumbai Suburban hereinafter referred to as "the said Property".

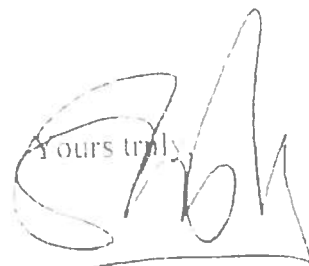
We had issued our Title Report dated 29.02.2020 in respect of the said Property, wherein we had inter alia stated that subject to what is stated in the aforesaid Title Report and the title of the said Society i.e. Om Sai Sadan Co-operative Housing Society Limited ("the said Society") to said Property as a Lessee of MHADA appears to be clear, marketable and free from all encumbrances and pursuant to the said Development Agreement dated 09.05.2019 (registered under serial No.BRI-6/5413/2019) and said Power of Attorney dated 09.05.2019 (registered under serial No.BRL-6/5417/2019), subject to the terms and conditions therein contained you are entitled to redevelop the said Property in the manner contained therein.



2. Subsequent to the issuance of the aforesaid Title Report, by and under a Supplementary Development Agreement dated 18.03.2021 (the Supplementary D.A.) made between the Society therein referred to as the Society of the One Part, the Developers herein therein referred to as the Developers of the Other Part, and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-9/3941 of 2021, the parties thereto modified the clause with regards to the Bank Guarantee, in the manner therein contained.
3. Subject to what is stated in the Title Report dated 29.02.2020 and subject to relying upon the documents as mentioned above in our opinion the title of the said Society to the said Property appears to be marketable and subject to the terms and conditions mentioned in the said Development Agreement dated 09.05.2019 (registered under serial No. BRL-6/5413/2019) and the Supplementary D.A., you are entitled to develop the said the Property.
4. This Supplemental Title Report shall always be read with the Title Report dated 29.02.2020 in respect of the said Property.

Dated this 3rd day of May, 2021.



Yours truly,


Mr. S.D. Mishra
(Partner)
ASD Associates,
Advocates & Solicitors.

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ANNEXURE - B
B-3



ASD Associates
ADVOCATES & SOLICITORS

S. D. Mishra

Amit S. Mishra

Main Office: 113, Ghandanagar, Chhatrapati Shivaji Maharaj Road, Thane (W), Maharashtra - 400 072

Branch Office: 113, Ghandanagar, Chhatrapati Shivaji Maharaj Road, Thane (W), Maharashtra - 400 072
(Correspondence at Branch Office only)

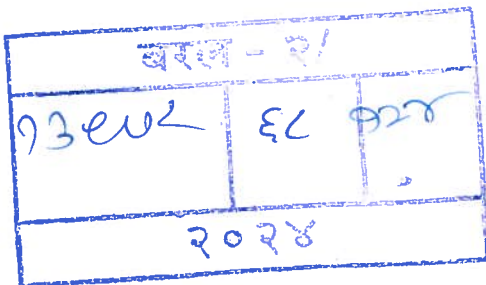
SECOND SUPPLEMENTAL TITLE REPORT

SHRISAI AKAR CIVILINFRA INDIA PVT. LTD.,
001, A-1, Prabhakar Shanti Nagar CHS Ltd.,
Sector-4, Shanti Nagar,
Mira Road East, Thane - 401107.

Dear Sirs,

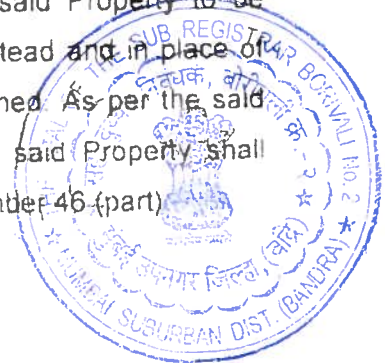
The subject matter of this Second Supplementary Title Report is in respect of all that piece and parcel of land bearing CTS No 46 (part) admeasuring 625 sq meters together with the existing building standing thereon known as "Om Sai Sadan" lying, being and situate at Plot No 117, R/S/C-37, Goral- 2, Borivali (West), Mumbai- 400 092 of Village Borivali, Taluka Borivali Mumbai Suburban District, within the Registration District of Mumbai Suburban (hereinafter referred to as "the said Property")

We had issued our Title Report dated 29.02.2020, Supplementary Title Report dated 03.05.2021 in respect of the said Property (for CTS No 19/377 (which is now corrected as CTS No. 46 (Part))), wherein we had inter alia stated that subject to what is stated in the aforesaid Title Report(s) and the title of the said Society i.e. Om Sai Sadan Co-operative Housing Society Limited ("the said Society") to said Property as a Lessee of MHADA appears to be clear, marketable and free from all encumbrances and pursuant to the said Development Agreement dated 09.05.2019 (registered under serial No.BRL-6/5413/2019) read with Supplementary Development Agreement dated 18.03.2021 (registered under Serial No. BRL-9/3941 of 2021), subject to the terms and conditions therein



contained you are entitled to redevelop the said Property in the manner contained therein.

2. Subsequent to the issuance of the aforesaid Title Report and the Supplementary Title Report, you have informed us that after the execution of the aforesaid Agreements (i.e. the said Development Agreement, the said Power of Attorney and the said Supplementary D A), the parties thereto noticed an error and mistake in the CTS Number of the said Property. The said error has been recorded and continued in the records of the Society and MHADA, and has now come to light only upon superimposing the Layout plan of the Village Borivali. Hence, in order to correct the above error to the correct CTS Number of the said Property i.e. "CTS No 46 (Part)" instead and in place of CTS No.19/377, the Society and Yourselfs executed a Deed of Rectification of the Development Agreement dated 08.11.2021 ("the said Deed of Rectification"), made between the Society therein referred to as the Society of the One Part, the Yourselfs therein referred to as the Developers of the Other Part, and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-6/16882 of 2021, thereby correcting the CTS Number of the said Property to be corrected and read as "CTS No. 46 (Part)" instead and in place of CTS No 19/377, in the manner therein contained. As per the said Deed of Rectification, the description of the said Property shall deem and mean and include the new CTS number 46 (part)



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3. Pursuant to the Deed of Rectification of the Development Agreement dated 08.11.2021, the said Society has also executed another Power of Attorney dated 20.12.2021 ("the said New POA") in favour of the Mr. Rajesh Nirmalkumar Jain, Director of Shrisai Akar Civilinfra India Pvt. Ltd. i.e. Yourselfs, to do various acts, deeds and things on behalf of the Society in furtherance of the redevelopment of the said Society in respect of the said Property. The said New POA is registered with the office of the Sub-Registrar of Assurances at the office of the Sub-Registrar under Serial No. BRL-6/19728 of 2021.



We have caused/inserted Public Notices in Free Press Journal and Navshakti (Marathi) both dated 31.12.2021 in respect of the said Property [with C.T.S. No.46 (part)] inviting claims. However, we have till date of this report not received any claims in respect thereof. We have not conducted Searches in respect of the said Property (with new CTS no.46 (part)).

5. We further observe that the Property Register Card in respect of the land bearing C.T.S. No.46 (part) is not yet available as the land is not sub-divided. However, Property Register Card in respect of the Larger Property i.e. C.T.S. No.46 of Borivali Village, Taluka Borivali records (i) the area thereof as 63,867.80 sq. mtrs., (ii) the tenure as G and (iii) the name of 'Government of Maharashtra' as the Holder thereof.

6. Subject to what is stated in the (i) Title Report dated 29.02.2020 and (ii) Supplementary Title Report dated 03.05.2021, and subject

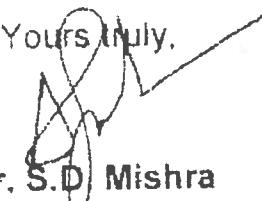
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to relying upon the documents as mentioned above in our opinion the title of the said Society to the said Property appears to be marketable and subject to the terms and conditions mentioned in the said Development Agreement dated 09.05.2019 (registered under serial No.BRL-6/5413/2019) read with Supplementary Development Agreement dated 18.03.2021 (registered under Serial No. BRL-9/3941 of 2021) read with the said Deed of Rectification you are entitled to develop the said the Property.

7. This Second Supplemental Title Report shall always be read with the Title Report dated 29.02.2020 and Supplementary Title Report dated 03.05.2021 in respect of the said Property.

Dated this 15th day of January, 2022.

Yours truly,


For Mr. S.D. Mishra
(Partner)
ASD Associates,
Advocates & Solicitors.



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ANNEXURE - C
C-1

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

INTIMATION OF APPROVAL (IOA)

No.MH/EE/BP Cell/GM/MHADA-71/ 602 /2021

Dated: **04 MAR 2021**

To,
M/s. Shri Saiakar Civilinfra India Pvt. Ltd
C. A. to Om Sai Sadan Co-Operative Housing Society Ltd.

Sub: -Proposed redevelopment of existing building plot No. 117, RSC-37 known as Om Sai Sadan Co-Op Hsg. Society Ltd., CTS No. 19/377, Gorai II, Borivali (W), Mumbai - 400 092.

Ref: -1. Concession u. No. ET-108 approved on dtd.12.02.2021.
2. Application letter from Architect Shri. Vilas Dikshit of M/s. Shilp Associates dated 22.02.2021.

Dear Applicant,

With reference to your Notice U/S 45 (1) (ii) of MRTP Act 1966 submitted with letter dated 22.02.2021 and delivered to MHADA on 22.02.2021 and the plans, Sections Specifications and Description and further particulars and details of your "Proposed redevelopment of existing building plot No. 117, RSC-37 known as Om Sai Sadan Co-Op Hsg. Society Ltd., CTS No. 19/377, Gorai II, Borivali (W), Mumbai - 400 092, furnished to this office under your letter, dated 22.02.2021, I have to inform you that I may approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you U/S 45 (1) (ii) of MRTP Act 1966 as amended upto date, my approval by reasons thereof subject to fulfillment of conditions mentioned as under:-

A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THEWORK.

1. That the commencement certificate U/s-44/69(1) of MRTP Act shall be obtained.
2. That the construction area shall not exceed 20,000 Sq.mt without obtaining NOC from MOA.

गृहनिर्माण भवन, कलानगर, बांद्रे (पूर्व) मुंबई - ४०००९१
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फॅक्स नं. : ०२२-२६५९२०५६



Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai - 400 091
Phone : 66405600
Fax No : 022-26592058
Website : www.mhada.maharashtra.gov.in

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3. That structural Engineer shall be appointed and supervision memo of as per Appendix-9 of regulation 10(3)(ix)of DCPR 2034 shall be submitted by him.
4. The structural Design and calculations for the proposed work accounting for System analysis as relevant IS code along with Plan shall be submitted before C.C.
5. Janata Insurance Policy shall be submitted.
6. Requisitions of regulation no.49 of DCPR-2034 shall be complied with and Records of quality of work, verification report, etc. shall be maintained on site till completion of the entire work.
7. Bore well shall be constructed in consultation with H.E./MCGM.
8. That the work shall be carried out between 6.00 a.m. to 10.00 p.m. as per Circular w/no. CHE/DP/7749/GEN dt.07.06.2016.
9. Information Board shall be displayed showing details of proposed work, name of owner, developer, architect/LS, R.C.C. consultant etc.
10. Necessary deposit for erection/display of hording or the flex of size ___ mt To ___ mt for the advertisement of proposal shall be made.
11. That the owner shall undertake that he will abide by DCPR 2034 and will process the said proposal as per DCPR 2034 or as per demand rise by authority or advice by authorities.
12. That the NOC from civil aviation dept. shall be obtain.
13. That the extra water and sewerage charges shall be paid to MCGM & receipt shall be submitted.
14. That all requisites payment fees, deposits, premium shall be paid.
15. All precautionary measures shall be taken during demolition/excavation/ Foundation & construction work.
16. That the applicant shall deploy the construction labours as per provisions of labour compensation act 1923 and as person motto SLP in Supreme Court.
17. That the compliance for the Hon'ble Supreme court order regarding labour shall be submitted.
18. That all payments as per installments as per installments facility availing shall be done.
19. The condition stating lesser floor height i.e. floor to floor Ht. of 2.80 mt. & provision of air condition facility for each tenant to be incorporated in sale agreement.
20. That the General Body Resolution for lesser floor height i.e. floor to floor Ht. of 2.80 mt. & provision of air condition facility shall be submitted.



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- a) S.W.D., b) Water Works, c) CFO /Fire Fighting Provisions, d) Tree authority, e) Hydraulic Engineer, f) MHADA / MCGM if any) Assessment shall be submitted before occupation.
10. That Structural Engineer's final Stability Certificate along with up to date License copy and R.C.C. design canvas plan shall be submitted.
 11. That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will be provided and that drainage system of the residential part of the building will not be affected if applicable.
 12. That final completion plans shall be submitted for Completion of work on site shall be submitted.
 13. That Site Supervisor certificate for quality of work and completion of the work shall be submitted in prescribed format.
 14. That the topmost elevation level of the building certified by Airport Authority of India mentioning that the height of the building is within the permissible limits of Civil Aviation N.O.C. shall be submitted before O.C.C.
 15. That the provision of Rain water harvesting as per design prepared by approved consultant in the field shall be made to the satisfaction of concerned authority.
 16. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organization/Individuals specialized in this field, as per the list furnished by solid waste management dept. of MCGM shall be provided to the satisfaction of Municipal Commissioner.
 17. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will be submitted.
 18. That the conditions mentioned in the Civil Aviation NOC shall be complied with one set of amended plans duly signed and stamped is hereby returned in the token of Approval.



--Sd--

(Dinesh Mahajan)

Executive Engineer/ .B.P. Cell
Greater Mumbai/ MHADA

1. The Hon'ble Chief Officer / M.B., for information and necessary action please.

a) The set of plans attached herewith for your information & necessary action. The plans are approved as per NOC issued by Mumbai Board vide no. CO/MB/REE/NOC/F-1112/372/2021 dt. 17.02.2021 for Gross plot area 625.00Sq. Mt. A set of approved plan for information and necessary action please.

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2. The Architect/ Layout Cell/ M.B. for information and necessary action please.
The set of plans attached herewith for your information & necessary action. The plans are approved as per NOC issued by Mumbai Board vide no. CO/MB/REE/NOC/F-1/12/372/2021 dt. 17.02.2021 for Gross plot area 625.00 Sq. Mt. The above approval parameter may please be incorporated in layout while getting approval of the layout of Gorai II, MHADA Layout, situated at Borivali (W). It is also requested that, the difference if any, observed in land area and BUA allotted the same may please be informed to this department of B.P./MHADA within a period of one week.

A set of approved plan for information and necessary action please.

3. Executive Engineer (Borivali Division), for information and necessary action please.

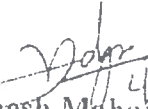
The set of plans attached herewith for your information & necessary action. The plans are approved as per Demarcation plan issued by Mumbai Board for Gross plot area 625.00 Sq. Mt.

The above approval parameter may please be incorporated in layout while getting approval of the layout of Gorai II, MHADA Layout, situated at Borivali (W). It is also requested that, the difference if any, observed in land area and BUA allotted the same may please be informed to this department of B.P./MHADA within a period of one week.

For forward of information & necessary action.

Copy to:

4. Dy. ChE. Eng. /BP Cell / A for information please,
5. A.E.W.W. 'R/C' Ward (MCGM)
6. A.A. & C. 'R/C' Ward (MCGM)
7. Assistant Commissioner 'R/C' Ward (MCGM)
8. Shri Vilas Dikshit of M/s. Shilp Associates.


(Dinesh Mahajan)
Executive Engineer/ .B.P. Cell
Greater Mumbai/ MHADA



5/8

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SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
2. "Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be
 - a. Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street.
 - b. Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
 - c. Not less than 92 ft.(Town Hall) above Town Hall Datum.
3. Your attention is invited to the provision of Section 152 of the Act where by the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.
4. Your attention is further drawn to the provision about the necessity of submitting occupation certificate with a view to enable the V.P. & C.E.O. / MUDA to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance if necessary.
5. Proposed date of commencement of work should be communicated.
6. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

Attention is drawn to the notes accompanying this Intimation of Approval.

[Handwritten signature]

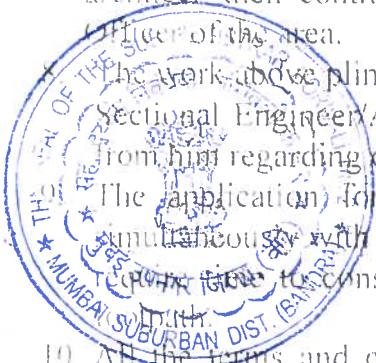


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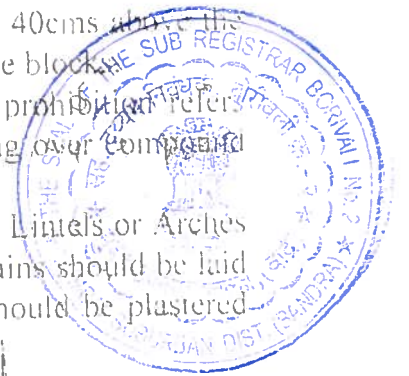
NOTES

1. The work should not be started unless objections are complied with.
2. A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
3. Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
4. Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
5. Water connection for constructional purpose from MHADA mains shall not be taken without approval from concerned Executive Engineer of Mumbai Board.
6. The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 10 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works, and bills preferred against them accordingly.
7. The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or Public Street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the area.
8. The work above plinth should not be started before the same is shown to this office Sectional Engineer/Assistant Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimensions.
9. The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will not be able to consider alternative site to avoid the excavation of the road and
10. All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
11. The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
12. No work should be started unless the existing structures proposed to be demolished are demolished.
13. The Intimation of Approval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from



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- the Competent Authorities and in the event of your proceeding with the work either without an intimation about commencing the work or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Approval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966. (12 of the Town Planning Act), will be withdrawn.
14. The bottom of the overhead storage work above the finished level of the terrace shall not be less than 1.20 Mt. and not more than 1.80 mt.
 15. It is to be understood that the foundations must be excavated down to hard soil.
 16. The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
 17. The water arrangement to be carried out in strict accordance with the Municipal requirements.
 18. No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the VP/CFO /MHADA.
 19. All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40cms above the top where they are to be fixed as its lower ends in cement concrete block.
 20. No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
 21. Louvers should be provided as required by Bye law No. 5 (b)/b. Lintels or Arches should be provided over Door and Windows opening/ c. The drains should be laid as require under Section 234-1(a)/d. The inspection chamber should be plastered inside and outside.



Diaesh
(Diaesh Mahajan)

Executive Engineer/ .B.P. Cell
Greater Mumbai/ MHADA

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ANNEXURE - C
C-2

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण



म्हाडा
MHADA



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167 (R-51/2015 UD-11 dt.23 May,2018.)

AMENDED PLAN

No.MH/EE/(B.P.)/GM/MHADA- 71/602 /2022

DATE- 04 MAR 2022

To,

Architect,

Shri. Vilas Dikshit of M/s. Shilp Associates,

317, E- Square, Subhas road, Above State Bank of India,

Vile-Parle (E), Mumbai-400 057.

Sub:Proposed redevelopment of existing building plot No. 117, RSC-37 known as Om Sai Sadan Co-Op Hsg. Society Ltd., CTS No. 46(pt.), Gorai II, Borivali (W), Mumbai – 400 092.

Ref: 1. Concession u. No. ET-108 approved on dtd.12.02.2021.

2. MHADA IOA No.EE/BP/Cell/GM/MHADA-71/602/2021.Dtd.04/03/2021

3. MHADA C.C. No.EE/BP/Cell/GM/MHADA-71/602/2021.Dtd.22/06/2021

4. Application letter for Amended Approval Plan dtd.13.12.2021

Dear Applicants,

With reference to your application dated 13.12.2021 for development permission and grant Approval for Amended plan **Proposed redevelopment of existing building plot No. 117, RSC-37 known as Om Sai Sadan Co-Op Hsg. Society Ltd., CTS No. 46 (pt.) , Gorai II, Borivali (W), Mumbai – 400 092.**

The Building Permit is granted subject to compliance of mentioned in IOA dated 04/03/2021, and following conditions:

1/2

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
कलानगर भवन, कलानगर, बान्द्रा (पूर्व), मुंबई ४०० ०५९
दुरध्वनी २२२० ५०००
फ़ोन नं. ०२२-२६५९२०५१

Maharashtra Housing and Urban Development Corporation
Kalanagar Bhavan Kalanagar Bandra (East), Mumbai 400 059
Phone: 22205000
Fax No. 022-26592058 Website: www.mhada.maharashtra.gov.in

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1. That the compliance of the conditions mentioned in IOA w/no.EE/BP Cell GM/MHADA-71/602/2021 dtd.04.03.2021.
2. That the revised R.C.C. design and calculation shall be submitted.
3. That the all payment shall be paid before C.C.
4. That the C.C. shall be re-endorsed for carrying out the work as per amended plans.
5. That the revised NOC from H.E. shall be submitted before C.C.
6. That the extra water & sewerage charges shall be paid A.E.W.W.R/Central Ward before C.C.
7. That the revalidated Janata Insurance Policy shall be submitted before C.C.
8. That the latest paid assessment bill and receipt shall be submitted before C.C.
9. That the requisite B.G. and SWM NOC as per policy circular approved by Hon'ble MC U/NO - MGC / F/ 6550 dated:- 11.06.2018 shall be submitted before C.C.
10. That the specific Survey Remark Shall be submitted.

VP & CFO /MHADA has appointed Shri. Dinesh Mahajan / Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

--Sd--

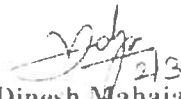
(Dinesh Mahajan)
Executive Engineer (ES)/B.P. Cell
Greater Mumbai/ MHADA.

Copy with plan to: 1) CO/MB/MHADA

- 2) Dy. Che Eng. B.P. (GM) MHADA
- 3) Asst. Commissioner R.C Ward (MCGM)
- 4) A.A. & C. R/CWard (MCGM)
- 5) A.E.W.W.R/CWard (MCGM)

6) M/s. Shrisai Akar Civilinfra India Pvt. Ltd, C.A. owner Om. Sar
Sadan Co-Op Hsg. Society Ltd.

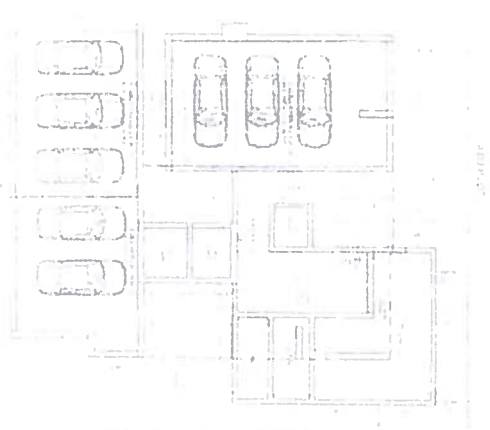
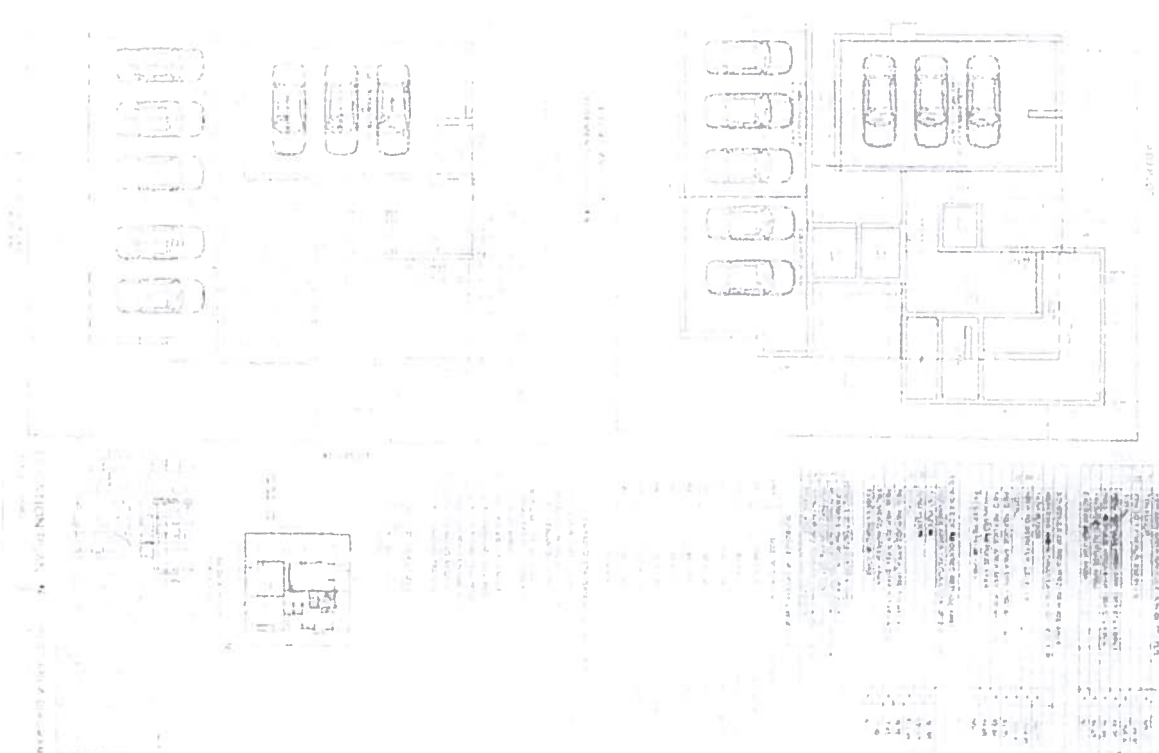
For information please


(Dinesh Mahajan)
Executive Engineer (ES)/B.P. Cell
Greater Mumbai/ MHADA.



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STATEMENT OF WORKS

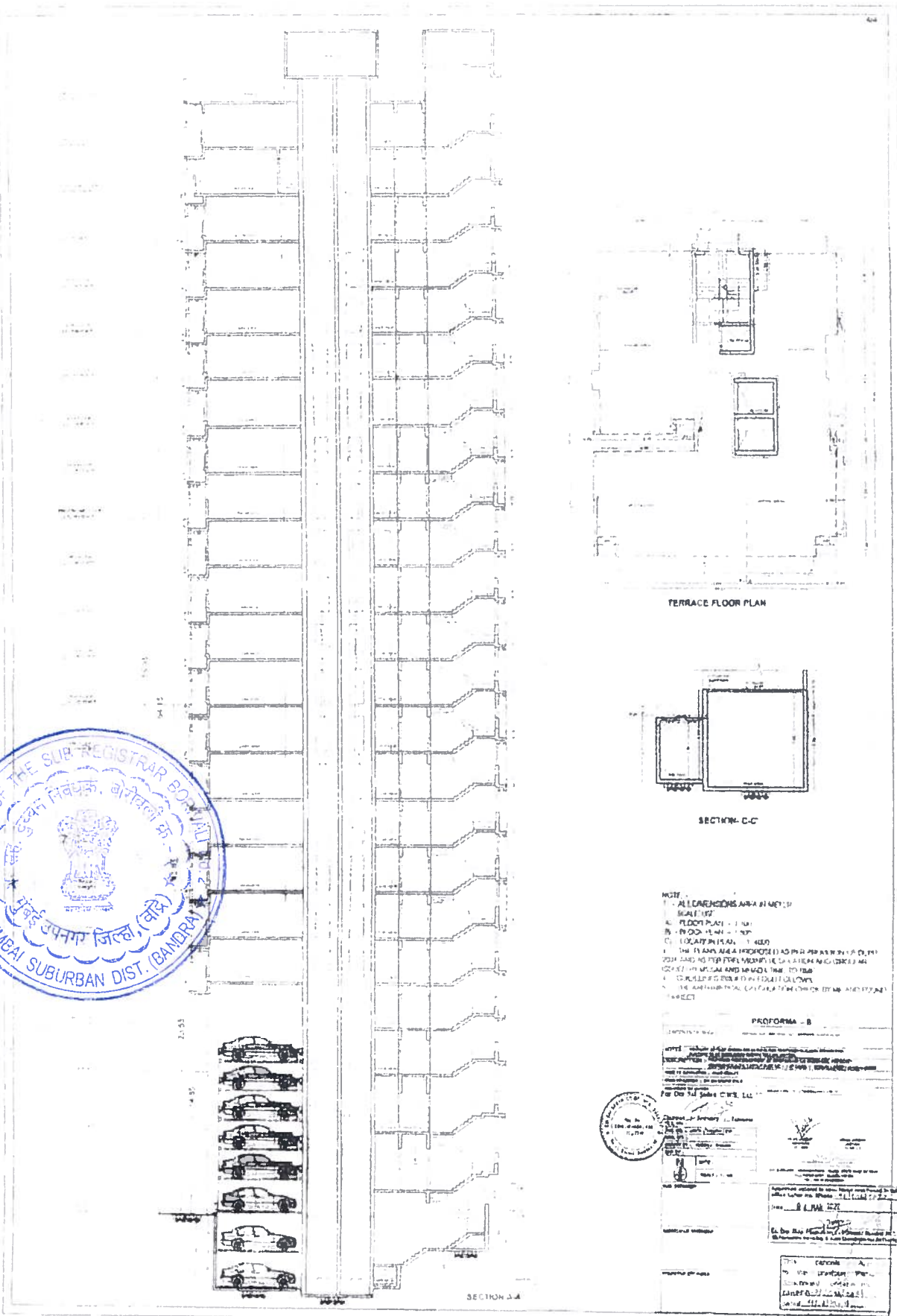
1. To provide the following works:-

Sl. No.	Description of Work	Quantity	Rate	Amount
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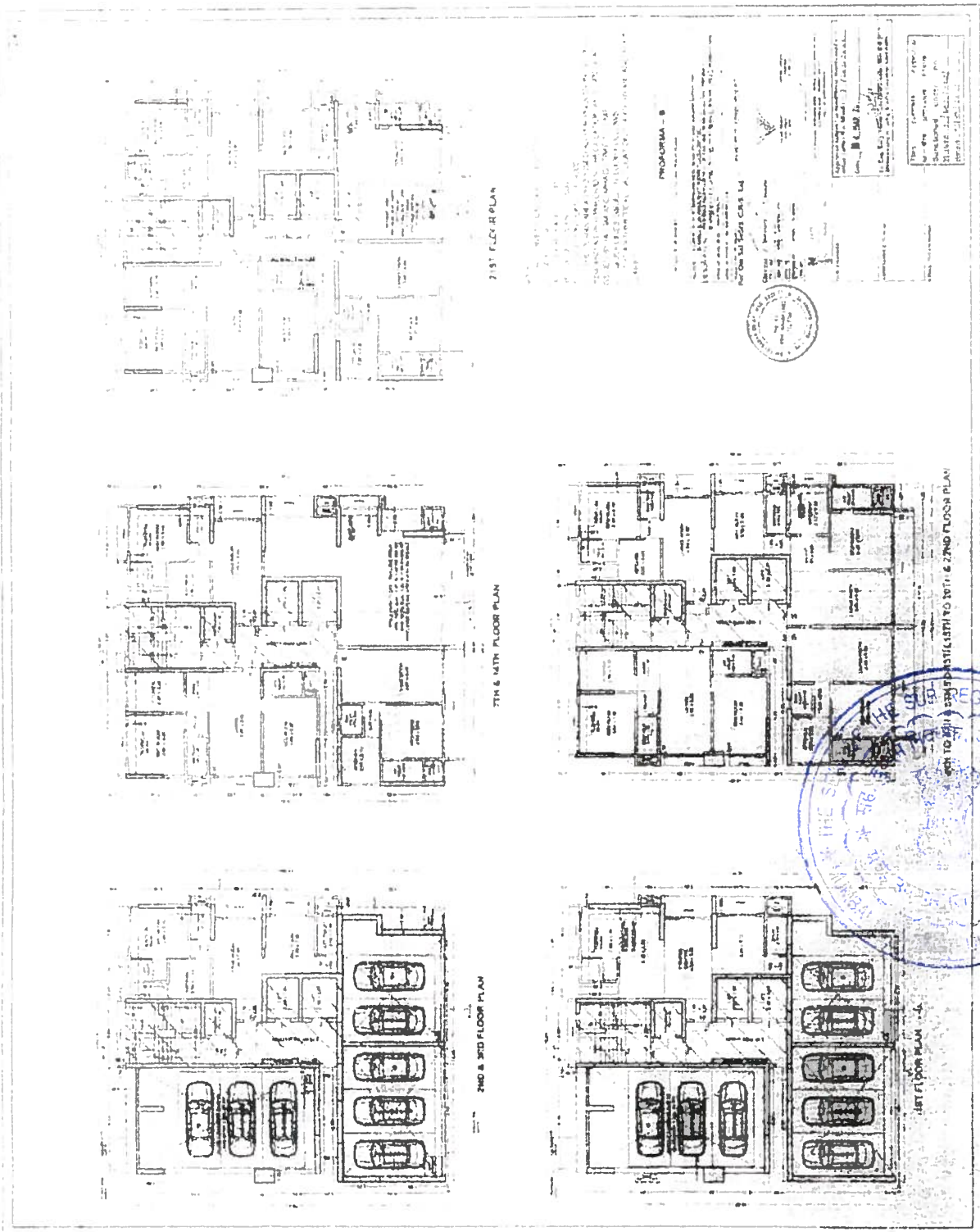


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2023		

ANNEXURE - D



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning for MHADA layouts constituted as per government regulation No.TPB4315/167/CR-51/2015/UD-11 DT. 23 May, 2018.)

FURTHER COMMENCEMENT CERTIFICATE

No. MH/EE/(BP)/GM/MHADA-71/602/2023/FCC/2/Amend

Date : 31 May, 2023

To

Shri Rajesh Jain, Director of M/s.
Shri Saiakar Civilinfra India Pvt.
Ltd. C.A. to Om Sai Sadan Co-
Operative Housing Society Ltd.

001,A-1, Prabhakar Shanti Nagar
CHS Ltd., Sector-4, Shanti Nagar,
Mira Road east, Thane 400 107

Sub : Proposed redevelopment of existing building plot No. 117, RSC-37 known as Om Sai Sadan Co-Op Hsg. Society Ltd., CTS No. 46(pt.), Gorai II, Borivali (W), Mumbai - 400 092.

Dear Applicant,

With reference to your application dated 14 November, 2022 for development permission and grant of Further Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to **Proposed redevelopment of existing building plot No. 117, RSC-37 known as Om Sai Sadan Co-Op Hsg. Society Ltd., CTS No. 46(pt.), Gorai II, Borivali (W), Mumbai - 400 092.**

The Commencement Certificate/Building permission is granted on following conditions.

1. The land vacated in consequence of endorsement of the setback line / road widening line shall form part of the public street.
 2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
 3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
- The permission does not entitle you to develop land which does not vest in you or in contravention of the provisions of the Municipal zone management plan.
- This Certificate is liable to be revoked by the VP & CEO, MHADA if:
6. If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.

- a. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
- b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO, MHADA is contravened or not complied with.
- c. The VP & CEO, MHADA is satisfied that the same is obtained by the applicant through fraud or

ब्रान - २/		
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misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966

7. This CC shall be re-endorsed after obtaining IOA for work beyond plinth.
8. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

VP & CEO / MHADA has appointed Shri. Rupesh M. Totewar, Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This CC is valid upto dt. 21 June, 2023

Issue On : 22 June, 2021 Valid Upto : 21 June 2022
Application No. : MH/EE/(BP)/GM/MHADA-71/602/2021/CC/1/Old
Remark :
This C C is issued for work upto plinth as per approved IOA plans dated 04 03 2021

Issue On : 27 July, 2022 Valid Upto : 21 June 2023
Application No. : MH/EE/(BP)/GM/MHADA-71/602/2022/FCC/1/New
Remark :
This C C Re-endorsed & Further extended up to top of 8th upper floors i.e. Basement (part services & part parking) + Shift ((Parking + Meter Room) + 1st to 8th upper residential floor having BUA adm. 1210.62 Sq. Mt. with height 29.35 mtr. as per last approved Amended plans issued vide /no. MH/EE/(B.P.)/GM/MHADA-71/602/2022 dated-04 03 2022

Issue On : 23 November, 2022 Valid Upto : 21 June 2023
Application No. : MH/EE/(BP)/GM/MHADA-71/602/2022/FCC/1/Amend
Remark :
This C C Re-endorsed & Further extended up to top of 19th upper floors i.e. Basement (part services & part parking) + Shift ((Parking + Meter Room) + 1st to 19th upper residential floor having BUA adm. 3 685 43 Sq. Mt. with height 61.25 mtr. as per last approved Amended plans issued vide /no. MH/EE/(B.P.)/GM/MHADA-71/602/2022 dated, 04 03 2022

Issue On : 31 May, 2023 Valid Upto : 21 June, 2023
Application No. : MH/EE/(BP)/GM/MHADA-71/602/2023/FCC/2/Amend
Remark :
Now, this C.C. extended upto top of 22nd floor i.e. height upto 69.95 Mtr. + OHT + LMR as per last approved Amended plans issued vide /no. MH/EE/(B.P.)/GM/MHADA-71/602/2022 dated: 04.03.2022.



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Name : Rupesh
Muralidhar Totewar
Designation : Executive
Engineer
Organization : Personal
Date : 31-May-2023 15

**Executive Engineer/B.P.Cell
Greater Mumbai/MHADA**

Copy submitted in favour of information please

1. Chief Officer Mumbai Board.
2. Deputy Chief Engineer /B.P. Cell/MHADA.
3. Asst. Commissioner R Central Ward MCGM.

Copy to :-

4. EE Borivali Division / MB.
5. A.E.W.W R Central Ward MCGM.
6. A.A. & C R Central Ward MCGM
7. Architect / LS - VILAS VASANT DIKSHIT.
8. Secretary Om Sai Sadan Co-Operative Housing Society Ltd.



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ANNEXURE - E

महाराष्ट्र शासन

मालमत्ता पत्रक

मा.म.प.

गाव/पेठ : बोरीवली	तालुका/न.मु.का. : नगर भूमापन अधिकारी, बोरीवली	जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर
क्षेत्र चौ.मी.	पारणाधिकार	शासनाला दिलेल्या आकारणा चा किंवा भाष्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
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सुविधाधिकार	
हक्काचा मुळ धारक H	
वर्ष	महाराष्ट्र सरकार
पट्टेदार	
इतर मार	
इतर शेर	

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(घा) पट्टेदार(प) किंवा मार	साक्षातन
२२/०७/२०१५	मा. जगाबदी आयुक्ता आणि संचालक भूमी अधिलेख (म.रा.ज्य) पुणे यांचेकडील परिपत्रक क्र.मा.भू.प/मि.प/अक्षरी नांद/२०१५ पुणे दिनांक १६/०२/२०१५ व डकडील अदेश क्र.न.मु.बोरीवली/के.क्र.१२० दिनांक २७/७/२०१५ अन्वये केवळ चौकशी नांदवलीवरील क्षेत्र व गिळकत पत्रिकेवरील क्षेत्र गेळात असलेले गिळकत पत्रिकेदार नमूद अक्षरी क्षेत्र त्रसष्ट हजार आठशे सव्विसष्ट पूर्णांक आठ दशांश मात्र ची मि.राखल केले.			फेरफार क्र.१२० प्रमाण सही २७/०७/२०१५ न.मु.अ.बोरीवली

हे मालमत्ता पत्रिका (दिनांक १/३०/२०१९ १२:००:०० AM रोजी) डिजिटल स्वाक्षरीर जारी असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही
मिळकत पत्रिका डाऊनलोड दिनांक १/१५/२०२२ ६:४०:२३ PM
पेक्षा पडताळणी साठी <http://a20mahashkha.sahabhi.gov.in/DSSR/propertycard> या संकेत स्थळावर याकडे २२०११००००९८३३००९ हा क्रमांक वापरावा



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ANNEXURE - F
F-2

MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY
AREA CERTIFICATE

ROAD NO. 1236/32
GORAI ROAD - BORIVALI
3 NO 189

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GROSS AREA OF PLOT 625.00 m²
DEDUCTION IF ANY
NET AREA OF PLOT 625.00 m²

25m² PLOTS
CL-128
2500

PLOT NO. 117
PLOT AREA 625.00 SQ.MTS
2500

18.00M WIDE ROAD R. NO. 1236/32

OM SAI SADAN CO-OP. HSG. SOCIETY
Reg. No. 1004/HSG (TC)/7739
Borivali, Bombay-91

OM SAI SADAN CO-OP. HSG. SOCIETY
Reg. No. 1004/HSG (TC)/7739
Borivali, Bombay-91

SECRETARY

OM SAI SADAN CO-OP. HSG. SOCIETY LTD.
Plot No. 117, R. N. 32, Gorn-II,
Borivali (W), Mumbai-91.



बरेल - २/		
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ANNEXURE - H



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number P51800029886

Project OM SAI SADAN , Plot Bearing / CTS / Survey / Final Plot No. 19/377 at Borivali, Borivali, Mumbai Suburban, 400092.

1 Shrisai Akar Civilinfra India Pvt. Ltd. having its registered office / principal place of business at Tehsil Thane, District Thane, Pin 401107

2 This registration is granted subject to the following conditions, namely -

The promoter shall enter into an agreement for sale with the allottees, The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5,

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

The Registration shall be valid for a period commencing from 12/07/2021 and ending with 31/12/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6

The promoter shall comply with the provisions of the Act and the rules and regulations made there under;

That the promoter shall take all the pending approvals from the competent authorities

3 If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasanti Premanand Prabhu
(Secretary, MahaRERA)
Date 12-07-2021 17:11:18

Dated 12/07/2021

Place Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

बदल - २/		
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२०२४		

SHRISAI AKAR CIVILINFRA

INDIA PVT. LTD.

Certified copy of an extract from the minutes of the meeting of the Board of Directors of SHRISAI AKAR CIVILINFRA INDIA PRIVATE LIMITED duly convened and at which a proper quorum was present, held at Registered Office on 31/01/2022.


We hereby certify that the following resolution of the Board of Directors of SHRISAI AKAR CIVILINFRA INDIA PRIVATE LIMITED and has been duly recorded in the Minutes Book of the Company.

"RESOLVED that the AGREEMENT OF SALE be and is hereby authorised to sign the agreement on behalf of the Company by MR. RAJESH NIRMALKUMAR JAIN & MR. AMARNATH JAGARNATH SINGH jointly of them and to act upon any instructions so given relating to the agreement."

Certified true copy

For SHRISAI AKAR CIVILINFRA INDIA PVT. LTD.


Mr. Chandresh M. Jain


Mrs. Shahnaz R. Panjwani

Director/s

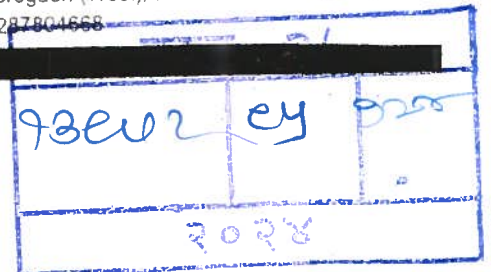
Dated :- 31/01/2022

Place :- Mira Road East



001, Bldg. No. A-1, Prabhakar Shantinagar CHS Ltd., Sector - 4, Shanti Nagar, Mira Road (E), Thane - 401 107.
Tel: 022-28102500 / 022-28101500 | Email: shrisaiakar2018@gmail.com

B/101, Plot No. 15, Prarthana Apartment, Jawahar Nagar, S. V. Road, Goregaon (West), Mumbai - 400 062
Tel: 022-28720247 / 022-28785563 | Fax: 022-287804668



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMARNATH J SINGH

J S N SINGH

01/06/1973

Permanent Account Number

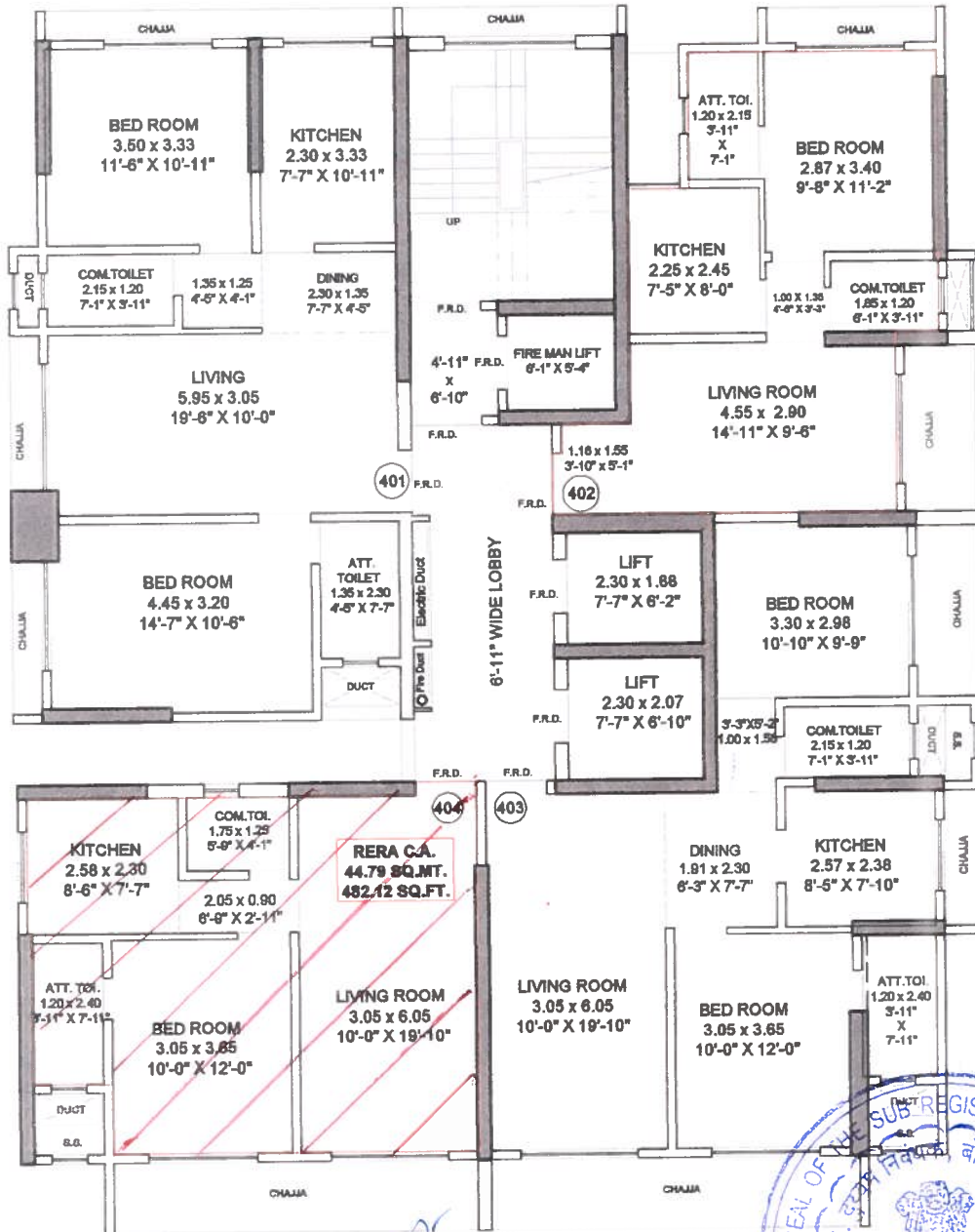
AZGPS1423C




Signature



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२०२४		



4TH FLOOR PLAN

Sagar M.L.
Sagar M.L.



PROPOSED REDEVELOPMENT OF EXISTING OM SAI SADAN CHS.
 PRPOERTY BEARING M.H.A.D.A. LAYOUT, PLOT NO.117 AT
 GORAI 2, BORIVALI (WEST) MUMBAI-400092.

VILAS DIKSHIT
 (ARCHITECT)
 CA / 15120

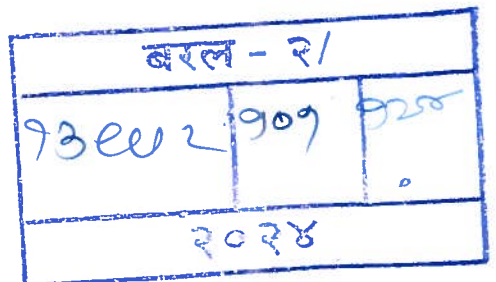
NIKHIL DIKSHIT
 (PARTNER)
 D/384/L/6

Shilp associates

Architects . Interior Designers
 317, E-SQUARE, SUBHASH ROAD, ABOVE STATE BANK OF INDIA,
 VILE PARLE-EAST, MUMBAI 400 057.
 TEL:- +91 22 26102463/64

DATE :- 10 - 03 - 2022

DRG.NO. :- 001



घोषणापत्र

मी. वृषी कांतीबाब सागर याद्वारे घोषित करतो की, दुय्यम
निबंधक. वेल्थ यांचे कार्यालयात कथरनामा या शिर्षकाचा दस्त
नोंदणीसाठी सादर करण्यात आला आहे.

श्री. वृषी कांतीबाब सागर
व. ई. यांनी दिनांक. 15/07/2024 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर
दस्त नोंदणीस सादर केला आहे/ निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र
लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार
व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र
रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी
पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, १९०८ चे कलम ८२
अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक. 08/08/2024



Sagar M.

कुलमुखत्यारपत्र धारकाच

नाव व सही

बरल - २/		
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भारतीय गैर न्यायिक
भारत INDIA

₹. 500



FIVE HUNDRED
RUPEES



NON JUDICIAL

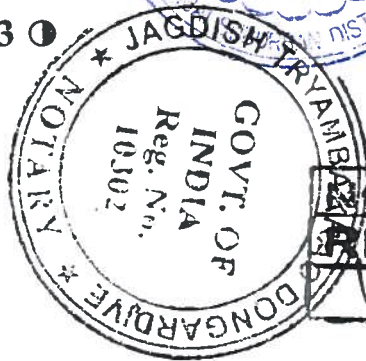
महाराष्ट्र MAHARASHTRA

2023

BY 587467



Sub-Treasury Office
Vasai
24 III 2024
Addl. Treasury Officer



NOTARIAL
REG. SR. NO
19172/24

GENERAL POWER OF ATTORNEY

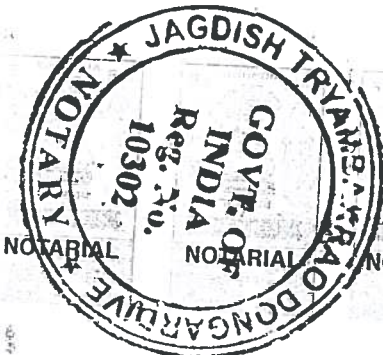
TUSHAR KANTILAL SAGAR

--- executor

TO

NARSHA KANTILAL SAGAR

--- Post HOLDER



बसल - २/	
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२०२४	

Consulate General of India, Melbourne
is not responsible for the contents of this document.

GENERAL POWER OF ATTORNEY

This General Power of Attorney Executed on 11th day of July 2024 by TUSHAR KANTILAL SAGAR aged 37 years S/O Kantilal Bhagwandas Sagar R/O 3, Baba Ramdas, 2 Irani Wadi, Kandivali West, Mumbai - 400067 presently working and residing in Australia holding Aadhar Card No. 7164 7822 0025 & India Passport No. T1636473 herein referred to as "PRINCIPAL"

IN FAVOUR OF

VARSHA KANTILAL SAGAR W/O Kantilal Bhagwandas Sagar R/O 3, Baba Ramdas, 2 Irani Wadi, Kandivali West, Mumbai - 400067, an Indian Resident, holding Aadhar Card No. 6994-0895-2660, PAN Card No. HOEPS4623N herein after referred to as the "ATTORNEY" on the other part.

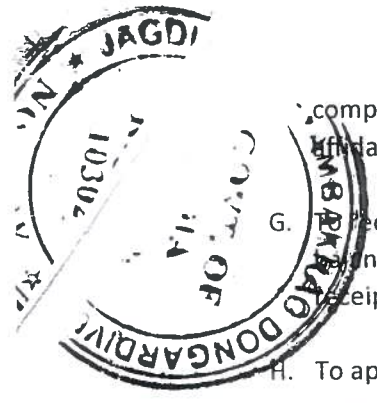
NOW TO KNOW ALL MEN BY THESE PRESENTS THAT

1. I am residing at 9 Waddywood Court, Truganina, Victoria 3029, Australia. I am desirous of acquiring immovable property in Mumbai, India, having Carpet area of 482 sq ft, located at Flat 404, Om Sai Sadan, Near Mangal Murti Hospital Rd, Gorai 2, Borivali West, Mumbai, Maharashtra, 400091, India more fully described in the Schedule-A below (The Proposed Property to be acquired herein after referred to as "The Said Property").
2. Consequent to my employment abroad as aforesaid, I am not in a position to deal with or attend day to day affairs of the said property. Hence it is felt necessary to appoint an "ATTORNEY" to carry out any/all Acts in connection with the purchase, management of the said property on my behalf.
3. Therefore, I Tushar Kantilal Sagar S/O Kantilal Bhagwandas Sagar, the above named, do hereby nominate, constitute, appoint and retain Varsha Kantilal Sagar Aged 67 Years holding Aadhar Card No. 6994-0895-2660, Pan Card No. HOEPS4623N, W/O Kantilal Bhagwandas Sagar R/O 3, Baba Ramdas, 2 Irani Wadi, Kandivali West, Mumbai - 400067 as my True/Lawful and Legal Attorney in my name and on my behalf to do all/or any of the following Acts, Deeds and things specifically –
 - A. To Purchase property on my behalf and to pay consideration thereof and to register/present documents for Registration.
 - B. To appear for and represent me before all Government/Statutory, Local, Revenue, Tax and other Authorities as also Courts and Tribunals.
 - C. To submit Application and Affidavits, Statements, Returns to the Government and/or any other Statutory/authorities concerned, to obtain necessary clearances, exemptions, sanctions and permissions required under any act/rules.
 - D. To manage/maintain the said property.
 - E. To pay All Taxes, Charges and levies in regard to the said property and to obtain valid discharge and receipt thereof.
 - F. To enter in to Agreement for sale of the said property, to sell and convey the said property and execute deed of sale in favor of purchaser and do everything necessary for



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completing the conveyance and registrations of such sale deed and to sign all forms, affidavits, applications in that behalf.



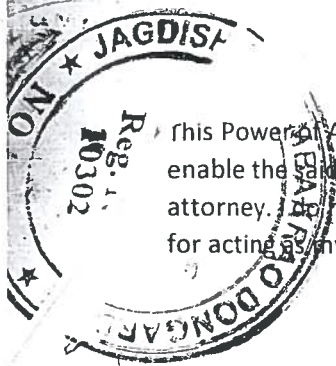
- G. To receive the sale consideration/advances/earnest money/deposit/part payment and once payment in regard to the sale of the said property and issue receipts/acknowledgement therefor.
- H. To apply for and obtain all clearances, certificates and no objection required from the concerned authority.
- I. To initiate, prosecute and defend at arbitration, legal, revenue, tax and other proceedings relating to the said property and in that behalf engage the services of legal and tax practioners, instruct them and remunerate them.
- J. To sign and execute pleading, applications, petitions, affidavits, declaration, memorandum of appeal, revision and review, returns and other papers/documents and to receive and accept services of processes and notices, orders and acknowledge them.
- K. To settle, compromise, compound, withdraw any suit/proceedings relating to the said property and obtain valid discharge thereof and to do all things and be in charge of conduct of such proceedings.
- L. To pay all rates, taxes, cesses and obtain receipt therefor.
- M. Signing any loan documents & representing in cooperative housing society.
- N. AND generally to do all other lawful acts, deeds and things necessary in regard to the aforesaid.
- O. She is authorized to do all such acts, deeds and things including signing any paper/documents as are necessary and incidental to the above and that any act or statement or writing of my said attorney in pursuance hereto shall be deemed to be fully authorized and ratified by me.



The powers given under this Power of Attorney are irrevocable and shall not be revoked by me under any circumstances and for any reason whatsoever.

I HEREBY AGREE AND UNDERTAKE that all acts, deeds and things lawfully done by my said Attorney shall be construed as acts, deeds and things done by me and I undertake to ratify and confirm all and whatsoever that my said attorney shall lawfully do or cause to be done for me by virtue of the Power hereby given.

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This Power of Attorney issued is not for any monetary consideration and is only with intention to enable the said Attorney to do all acts specified in these presently solely on my behalf as my lawful attorney. I do hereby confirm and declare that no consideration has been flow to the said attorney for acting as my lawful attorney as stated

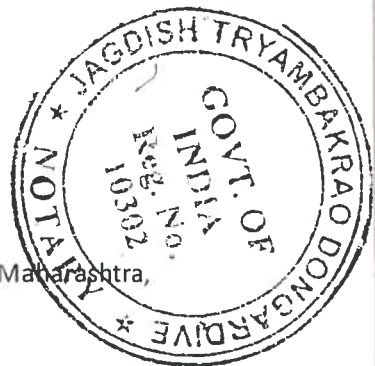
Sagan

(Signature of Attorney)



T.H. Sagan
Signature of the Principal

Schedule - A



Plot details:

Om Sai Sadan

Plot no.:335/355, Road no. RSC-37, Survey no.193, Gorai 2, Borivali West, Mumbai, Maharashtra, 400091, India

Flat address:

Flat 404, Om Sai Sadan, Near Mangal Murti Hospital Rd, Gorai 2, Borivali West, Mumbai, Maharashtra, 400091, India

Signature of the Attorney



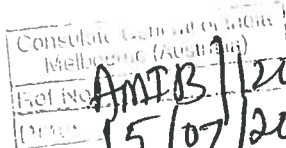
Attested

T.H. Sagan
Signature of the Principal



Tej Krishan
HOC & Consul
Consulate General of India
Melbourne

In witness whereof I have executed this General Power of Attorney at Melbourne, Australia.



AMIB/2024/0381/0
15/07/2024

T.H. Sagan
Signature of Principal



WITNESSES:

Nakul Kumar

1. Nakul Kumar: R/O Unit 357, 183 City Road, Southbank, Victoria - 3006

Reenu Panwar

2. Reenu Panwar: R/O Unit 357, 183 City Road, Southbank, Victoria - 3006

E.2. AUG 2024
BEFORE ME

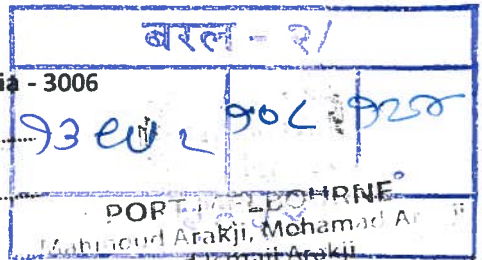
Signature: [Signature]

Name: Kanya Mani

Pharmacist

AHPRA Number: P1A0002510354

Date: 12/07/24



JAGDISH TRYAMBAKRAO DONGARIVE
ADVOCATE & NOTARY, (GOVT. OF INDIA)
Ganesh Chawl Committee, Kranti Nagar,
Zopadpatti, Akurli Road, Kandivali (East)
Mumbai - 400 101

घोषणापत्र

मी. वर्षा कांतिलाल सागर याद्वारे घोषित करतो की, दुय्यम

निबंधक. बिजय यांचे कार्यालयात कमरनामा या शिर्षकाचा दस्त
नोंदणीसाठी सादर करण्यात आला आहे.

श्री. स्मिता सोनी शिवा योगी

व. ई. यांनी दिनांक. 18/07/2024 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर
दस्त नोंदणीस सादर केला आहे/ निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र
लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार
व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र
रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी
पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, १९०८ चे कलम ८२
अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक. 08/08/2024

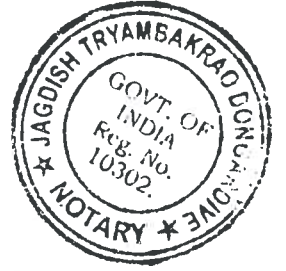


Sayan W.

कुलमुखत्यारपत्र धारकाच

नाव व सही

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GENERAL POWER OF ATTORNEY

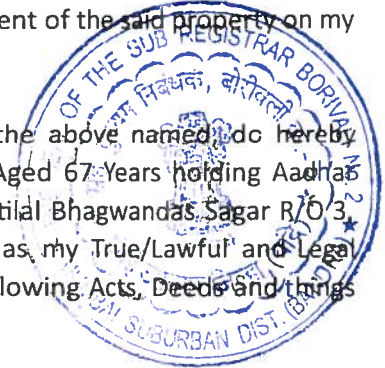
This General Power of Attorney Executed on 8th day of July 2024 by **SMITA SONI** aged 40 years W/O Ajay Velji Soni permanent address in India C803, Samarth Garden CHS, Near Datta Mandir Road, Bhandup West, Mumbai 400067 presently working and residing in United Kingdom at 17 Millington Road, Morley, Leeds, LS270GG holding Aadhar Card No. 3988 2436 9898 & India Passport No. M6150017 herein referred to as "PRINCIPAL"

IN FAVOUR OF

VARSHA KANTILAL SAGAR W/O Kantilal Bhagwandas Sagar R/O 3, Baba Ramdas, 2 Irani Wadi, Kandivali West, Mumbai - 400067, an Indian Resident, holding Aadhar Card No. 6994-0895-2660, PAN Card No. HOEPS4623N hereinafter referred to as the "ATTORNEY" on the other part.

NOW TO KNOW ALL MEN BY THESE PRESENTS THAT

1. I am residing at 17 Millington Road, Morley, Leeds, LS270GG, United Kingdom. I am desirous of acquiring immovable property in Mumbai, India, having Carpet area of 482 sq ft, located at Flat 404, Om Sai Sadan, Near Mangal Murti Hospital Rd, Gorai 2, Borivali West, Mumbai, Maharashtra, 400091, India more fully described in the Schedule-A below (The Proposed Property to be acquired herein after referred to as "The Said Property").
2. Consequent to my employment abroad as aforesaid, I am not in a position to deal with or attend day to day affairs of the said property. Hence it is felt necessary to appoint an "ATTORNEY" to carry out any/all Acts in connection with the purchase, management of the said property on my behalf.
3. Therefore, I **SMITA SONI** aged 40 years W/O Ajay Velji Soni, the above named do hereby nominate, constitute, appoint and retain **Varsha Kantilal Sagar** Aged 67 Years holding Aadhar Card No. 6994-0895-2660, Pan Card No. HOEPS4623N, W/O Kantilal Bhagwandas Sagar R/O 3, Baba Ramdas, 2 Irani Wadi, Kandivali West, Mumbai - 400067 as my True/Lawful and Legal Attorney in my name and on my behalf to do all/or any of the following Acts, Deeds and things specifically –



- A. To Purchase property on my behalf and to pay consideration thereof and to register/present documents for Registration.
- B. To appear for and represent me before all Government/Statutory, Local, Revenue, Tax and other Authorities as also Courts and Tribunals.
- C. To submit Application and Affidavits, Statements, Returns to the Government and/or any other Statutory/authorities concerned, to obtain necessary clearances, exemptions, sanctions and permissions required under any act/rules.
- D. To manage/maintain the said property.

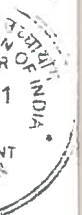


Sayanik 93602992928
बरल - 2/
२०२४

The Signature(s) and/or photograph(s) attested.
The High Commission of India does not take any
responsibility for the contents of the Power of Attorney

This Power of Attorney issued is not for any monetary consideration and is only with intention to enable the said Attorney to do all acts specified in these presently solely on my behalf as my lawful attorney. I do hereby confirm and declare that no consideration has been flow to the said attorney for acting as my lawful attorney as stated herein.

Soni
Signature



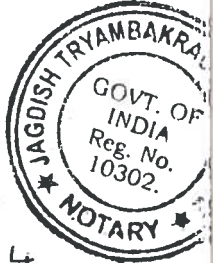
Schedule - A

Plot details:

Om Sai Sadan
Plot no.:335/355, Road no. RSC-37, Survey no.193, Gorai 2, Borivali West, Mumbai, Maharashtra, 400091, India

Flat address:

Flat 404, Om Sai Sadan, Near Mangal Murti Hospital Rd, Gorai 2, Borivali West, Mumbai, Maharashtra, 400091, India



Signature of the Attorney *Soni*

HIGH COMMISSION OF INDIA
SEAL: 1704124 18-07-2024
SIGNATURE: Smita Soni

Attested
Soni

Smita Soni
Indian ppt no M6150017
THIS DAY OF 18-07-2007

Signature of the Principal

In witness whereof I have executed this General Power of Attorney at LONDON
United Kingdom.



वरल - २/		
१२६०२९९३		<i>Soni</i>
SIGNATURE OF PRINCIPAL		

WITNESSES:

PASSPORT: 24840826

Rupesh Soni
Sampath

1. RUPESH SONI : 75 LAMPTON ROAD, HOVNSLOW, TW3 4DH
PASSPORT: Y4216867
2. SAMPATH VARIKOLU : 18 HONEYBOURNE ROAD, LEEDS LS12 6BP

Soni
Assistant Consular Officer
High Commission of India
London



I Accept the above,



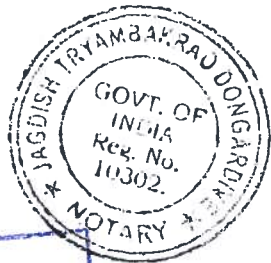
Signature



(VARSHA KANTILAL SAKAR)
(POWER OF ATTORNEY HOLDER)

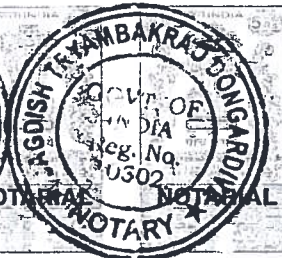
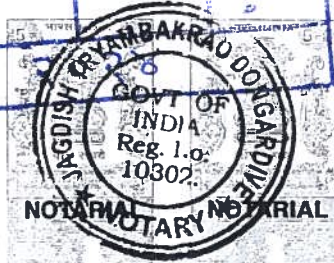
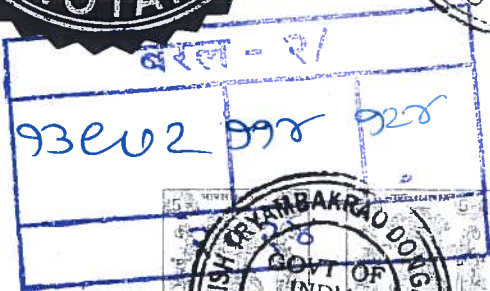
NOTARIAL
REG. SR. NO
11052/A/2024

Attorney only
BEFORE ME



Jlu⁷
JAGDISH TRYAMBAKRAO DONGARDIVE
ADVOCATE & NOTARY, (GOVT. OF INDIA)
Ganesh Chawl Committee, Kranti Nagar,
Zopadpatti, Akurli Road, Kandivali (East)
Mumbai - 400 101

30 JUL 2024



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TUSHAR SAGAR

KANTILAL BHAGWANDAS SAGAR

09/09/1986

Permanent Account Number

BJJPS8520E

Signature

T. K. Sagar



भारत सरकार
GOVERNMENT OF INDIA



तुषार कान्तीलाल सागर
Tushar Kantilal Sagar

जन्म वर्ष / Year of Birth : 1986

पुरुष / Male



7164 7822 0025

आधार — सामान्य माणसाचा अधिकार



भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता ३, बाबा रामदाम,, इराणी वाडी रोड
नं २,, धनामल हाय स्कूल जवळ,,
कान्दिवली वेस्ट, मुंबई, महाराष्ट्र, 400067

Address: 3, BABA RAMDAS,
IRANI WADI ROAD NO 2,, NEAR
DHANAMAL HIGH SCHOOL,,
KANDIVALI WEST, Kandivali
West, Mumbai, Maharashtra,
400067

1947
1800 180 1947

help@uidai.gov.in

www
www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001



बरल - २/

१३८८२	९९५	९२४
२०२४		

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SMITA AJAY SONI

KANTILAL BHAGWANDAS SAGAR

07/01/1984

Permanent Account Number

BJJPS0541M

Soni

Signature



22092015



बरल - २/		
१३६०२९९६	१२४	
२०२४		



भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1218/17773/05961

To,
स्मिता अजय सोनी
Smita Ajay Soni
A/303 CHITRAKOOT SOCIETY
NEAR SAIBABA TEMPLE KAILASH NAGAR
DOMBIVLI WEST
Thane
Maharashtra 421202

Ref: 624 / 11E / 861858 / 862108 / P



UE448988195IN



आपला आधार क्रमांक / Your Aadhaar No. :

3988 2436 9898

आधार — सामान्य माणसाचा अधिकार



भारत सरकार

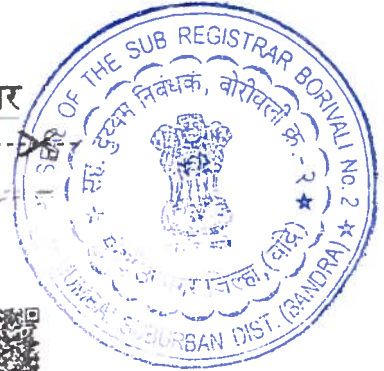
GOVERNMENT OF INDIA



स्मिता अजय सोनी
Smita Ajay Soni
जन्म वर्ष / Year of Birth : 1984
स्त्री / Female



3988 2436 9898



आधार — सामान्य माणसाचा अधिकार

बरल - २/		
93E02	996	928
२०२४		



सत्यमेव जयते
भारत सरकार



आधार

भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदविण्याचा क्रमांक / Enrollment No.: 2006/60100/04787

To
वर्षा कांतीलाल सागर
Varsha Kantilal Sagar
3-A, BABA RAMDAS BUILDING IRANIWADI ROAD
NO-2
OPP DHANAMAL SCHOOL
KANDIVALI WEST
Mumbai
Maharashtra 400067
8655216055

25/10/2011
11741152



ME117411524FH



आपला आधार क्रमांक / Your Aadhaar No. :

6994 0895 2660

माझे आधार, माझी ओळख



भारत सरकार
Government of India

वर्षा कांतीलाल सागर
Varsha Kantilal Sagar
जन्म तारीख / DOB : 07/03/1957
स्त्री / Female



6994 0895 2660

माझे आधार, माझी ओळख



बरल - २/		
१३६४२९९८	९२४	
२०२४		

367/13972

गुरुवार, 08 ऑगस्ट 2024 11:59 म.पू.

दस्त गोपवारा भाग-1

वरल-2

दस्त क्रमांक: 13972/2024

दस्त क्रमांक: वरल-2 /13972/2024

वाजार मुल्य: रु. 48,44,719/-

मोवदला: रु. 70,00,000/-

भरलेले मुद्रांक शुल्क: रु.4,20,000/-

दु. नि. सह. दु. नि. वरल-2 यांचे कार्यालयात

पावती:14974

पावती दिनांक: 08/08/2024

अ. क्र. 13972 वर दि.08-08-2024

सादरकरणाराचे नाव: तुपार कांतीलाल सागर तर्फे मुखत्यार वरपा कांतीलाल सागर - -

रोजी 11:57 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2480.00

पृष्ठांची संख्या: 124

एकुण: 32480.00

दस्त हजर करणाऱ्याची सही:

Sagorik

(एस. टी. साळवे)

सह. दुय्यम निबंधक, बोरीवली - २,
दस्तावा प्रकार: करारनामा
मुंबई उपनगर जिल्हा.

(एस. टी. साळवे)

सह. दुय्यम निबंधक, बोरीवली - २,
मुंबई उपनगर जिल्हा.

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा क्र. 1 08 / 08 / 2024 11 : 57 : 59 AM ची वेळ: (सादरीकरण)

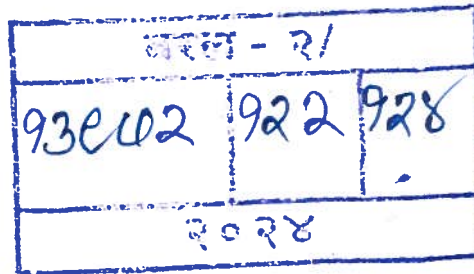
शिक्षा क्र. 2 08 / 08 / 2024 11 : 59 : 03 AM ची वेळ: (फी)

प्रतिज्ञापत्र

• सदर दस्तावेज हा नोंदणी १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस वाखल कलेल आहे. • दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. • दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे :

लिहून घेणारे :



08/08/2024 12 19:00 PM

दस्त क्रमांक :बरल-2/13972/2024

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:श्रीसाई आकार सिविलइनफ्रा इंडिया प्राइवेट लिमिटेड चे मंचालक राजेश निर्मलकुमार जैन - - पत्ता:प्लॉट नं: शॉप क्रमांक 001 , माळा नं: -, इमारतीचे नाव: प्रभाकर शांति नगर सी एच एम लिमिटेड, ब्लॉक नं: मीरा रोड ईस्ट ठाणे, रोड नं: विल्डिंग नं-ए-1 सेक्टर -4. शांति नगर , महाराष्ट्र, ठाणे. पॅन नंबर:ABACS8721L	लिहून देणार वय :- स्वाक्षरी:-		
2	नाव:श्रीसाई आकार सिविलइनफ्रा इंडिया प्राइवेट लिमिटेड चे मंचालक अमरनाथ जे सिंग पत्ता:प्लॉट नं: शॉप क्रमांक 001, माळा नं: -, इमारतीचे नाव: प्रभाकर शांति नगर सी एच एम लिमिटेड , ब्लॉक नं: मीरा रोड ईस्ट ठाणे, रोड नं: विल्डिंग नं-ए-1 सेक्टर -4. शांति नगर , महाराष्ट्र, ठाणे. पॅन नंबर:ABACS8721L	लिहून देणार वय :- स्वाक्षरी:-		
3	नाव:तुपार कांतीलाल सागर तर्फे मुखत्यार वर्षा कांतीलाल सागर - - पत्ता:प्लॉट नं: 3, माळा नं: -, इमारतीचे नाव: बाबा रामदाम , ब्लॉक नं: कांदिवली वेस्ट , रोड नं: इराणीवाडी रोड नं-3, नियर धनामल हाय स्कूल , महाराष्ट्र, मुम्बई. पॅन नंबर:BJJPS8520E	लिहून घेणार वय :-67 स्वाक्षरी:-		
4	नाव:म्मिता अजय मोनी तर्फे मुखत्यार वर्षा कांतीलाल सागर - - पत्ता:प्लॉट नं: 3, माळा नं: -, इमारतीचे नाव: बाबा रामदाम , ब्लॉक नं: कांदिवली वेस्ट , रोड नं: इराणीवाडी रोड नं-3, नियर धनामल हाय स्कूल, महाराष्ट्र, मुम्बई. पॅन नंबर:BJJPS0541M	लिहून घेणार वय :-67 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिकका क्र.3 ची वेळ:08 / 08 / 2024 12 : 18 : 19 PM

ओळख:-

खालील इमम अमे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:रोशन लक्ष्मीनारायण जैमवाल - - वय:37 पत्ता:रूम नं-2, मिश्रा चाळ गावदेवी रोड, नियर पोलिम चौकी कांदिवली ईस्ट मुंबई पिन कोड:400101	स्वाक्षरी		
2	नाव:मुनील आर पाल - - वय:42 पत्ता:102 आशियाना एम एम रोड कांदिवली वेस्ट मुंबई पिन कोड:400067	स्वाक्षरी		

शिकका क्र.4 ची वेळ:08 / 08 / 2024 12 : 18 : 54 PM

मह. दु. वि. का. (एस. टी. साळवे)
सह. दु. वि. का. (एस. टी. साळवे)
वोरीवली - २,

बरल - २/		
93E02	928	928
२०२४		

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MESSRS SHRISAI AKAR CIVILINFRA INDIA PVT. LTD.	eChallan	69403332024080719586	MH006455683202425E	420000.00	RF	0003557544202425	08/08/2024
2		DHC		0824076118372	480	RF	0824076118372D	08/08/2024
3		DHC		0824072118350	2000	RF	0824072118350D	08/08/2024
4	MESSRS SHRISAI AKAR CIVILINFRA INDIA PVT. LTD.	eChallan		MH006455683202425E	3000	RF	0003557544202425	08/08/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 2

दम्न क्रमांक : 13972/2024

नोंदणी :

Regn:63m

08/08/2024

गावाचे नाव : बोरीवली

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	7000000
(3) वाजाराभाव(भाडेपट्ट्याच्या वावनिगट्टाकार आकारणी देतो की पट्टेदार ते तमुद करावे)	4844719.1
(4) भू-मापन,पॉट्रिस्मा व घरक्रमांक(अमल्याम)	1) पालिकेचे नाव:मुंबई मत्तपा इतर वर्णन : , इतर माहिती: सदतिका क्रमांक 404,4 था माळा,ओम माई मदन कॉ-ऑप हॉमींग सोसायटी लिमिटेड. प्लॉट क्रमांक-117,आर एस सी-37,गोर्गई-2,बोरिवली वेस्ट. मुंबई-400092. सदतिकाचे क्षेत्रफळ-482 चौ फूट रेग कार्पेट.((C.T.S. Number : 46 PART ;))
(5) क्षेत्रफळ	1) 49.27 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दम्नोपचर करून देणा-या/विहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हक्कनामा किंवा आदेश अमल्याम,प्रनिवादिचे नाव व पत्ता.	1): नाव:-श्रीमाई आकार मिबिलइनफ्रा इंडिया प्राइवेट लिमिटेड चे संचालक राजेश निर्मलकुमार जैन - - वय:-; पत्ता:-प्लॉट नः शॉप क्रमांक 001 , माळा नः - , इमारतीचे नाव: प्रभाकर शांति नगर सी एच एस लिमिटेड, ब्लॉक नः मीरा रोड ईस्ट टाणे, रोड नः विल्डिग नं-ए-1 सेक्टर -4. शांति नगर , महाराष्ट्र, टाणे. पिन कोड:-401107 पॅन नः-ABACS8721L 2): नाव:-श्रीमाई आकार मिबिलइनफ्रा इंडिया प्राइवेट लिमिटेड चे संचालक अमरनाथ जे मिंग वय:-; पत्ता:-प्लॉट नः शॉप क्रमांक 001, माळा नः - , इमारतीचे नाव: प्रभाकर शांति नगर सी एच एस लिमिटेड, ब्लॉक नः मीरा रोड ईस्ट टाणे, रोड नः विल्डिग नं-ए-1 सेक्टर -4. शांति नगर , महाराष्ट्र, टाणे. पिन कोड:-401107 पॅन नः-ABACS8721L
(8)दम्नोपचर करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हक्कनामा किंवा आदेश अमल्याम,प्रनिवादिचे नाव व पत्ता	1): नाव:-तुपार कांतीलाल सागर तर्फे मुख्याय वरपा कांतीलाल सागर - - वय:-67; पत्ता:-प्लॉट नः 3, माळा नः - , इमारतीचे नाव: वावा गमदाम , ब्लॉक नः कांदिवली वेस्ट , रोड नः इगणीवाडी रोड नं-3, नियर धनामल हाय स्कूल , महाराष्ट्र, मुंबई. पिन कोड:-400067 पॅन नः-BJJPS8520E 2): नाव:-स्मिता अजय मोनी तर्फे मुख्याय वरपा कांतीलाल सागर - - वय:-67; पत्ता:-प्लॉट नः 3, माळा नः - , इमारतीचे नाव: वावा गमदाम , ब्लॉक नः कांदिवली वेस्ट , रोड नः इगणीवाडी रोड नं-3, नियर धनामल हाय स्कूल , महाराष्ट्र, मुंबई. पिन कोड:-400067 पॅन नः-BJJPS0541M
(9) दम्नोपचर करून दिल्याचा दिनांक	08/08/2024
(10)दम्न नोंदणी केल्याचा दिनांक	08/08/2024
(11)अनुक्रममांक,खेड व पृष्ठ	13972/2024
(12)वाजाराभावाप्रमाणे मुद्राक शुल्क	420000
(13)वाजाराभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



सह. दुय्यम निबंधक बोरीवली-२,
मुंबई उपनगर जिल्हा.

मुख्यावनामाटी विचारात घेतलेला तपशील:-

मुद्राक शुल्क आकारनामा निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



खरी प्रत

सह. दुय्यम निबंधक, बोरीवली क्र. २,
मुंबई उपनगर जिल्हा.